$27.24 MAIL DEED TO ↓

FILED BY 3rd Nat'l Bk Bldg Nashville.

Installment Deed

BOOK 4690 PAGE 864

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
TYUS FOSTER	SAME	14-W 21530
(NAME:) 207 HART ST	(NAME:) "	14-W 21535
(STREET ADDRESS OR ROUTE NUMBER) Nashville 37210	(STREET ADDRESS) "	MAP 105-4 208 MAP 105-4 207
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in consideration of the sum of SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 ($6950.00) DOLLARS, of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by Tyus Foster to Leon Gilbert, Ben B. Doubleday, Jack J. Cohen and wife, Bessie D. Cohen, receipt of which is hereby acknowledged, and for the remainder, SIX THOUSAND EIGHT HUNDRED FIFTY AND NO/100 ($6850.00) DOLLAR the said Tyus Foster has executed and delivered his one note for said amount, dated March 19th, 1973, payable to the order of Leon Gilbert, Ben B. Doubleday, Jack J. Cohen and wife, Bessie D. Cohen, in monthly installments of Fifty and no/100 ($50.00) Dollars each, due respectively on the nineteenth day of each consecutive month immediately following the date of the note until the entire principal amount of said note is paid in full by applying said payments first to interest at the rate of eight per cent per annum on the unpaid principal amount of said note, the remainder of said payments to be applied on the unpaid principal amount of said note until the entire principal amount of said note and interest are paid in full, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, the said Leon Gilbert, Ben B. Doubleday, Jack J. Cohen and wife, Bessie D.Cohen, have this day bargained and sold, and do hereby transfer and convey unto the said Tyus Foster, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Title to said property is vested in conveyors by instruments of record in Book 4687, page 414, and Book 4689, page 894, R.O.D.C., Tennessee, to which reference is here made.

TRACT II
(38 Hart Street)

Being the west one-half of Lot 63 in Trimble's North Hill Plan as of record in Book 21, page 121, Register's Office of Davidson County, Tennessee.

Beginning at the Southwest corner of said Lot 61 and the Southeast corner of Lot 60 of said Plan, which beginning point lies on the northern margin of Hart Street, thence in an easterly direction along the northerly margin of Hart Street, 100 feet to the Southeast corner of Lot 62 and the Southwest corner of Lot 63 of said Plan; thence at a 90 degree angle, in a northerly direction along the common boundary line of Lots 62 and 63, approximately 120 feet to the Northeast corner of Lot 62 and Northwest corner of Lot 63 of said Plan; thence, at a 90 degree angle, in a westerly direction parallel to Hart Street, 100 feet to the Northeast corner of Lot 60 and the Northwest corner of Lot 61 of said Plan; thence, at a 90 degree angle, in a southerly direction parallel to the common border between Lot 62 and 63, approximately 120 feet to the point of beginning.

Said Lot is improved and known as 36 Hart Street, Nashville, Tennessee.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

This is improved (unimproved) property, known as 36 & 38 HART ST., NASHVILLE, TENNESSEE (House Number) (Street) P.O. Address (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said TYUS FOSTER, HIS

heirs and assigns forever. We covenant that we are, lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except 1972 tax, which is to be paid by Tyus Foster, as are all future taxes. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Tyus Foster, his heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Tyus Foster,

hereinafter referred to as trustors, hereby transfer and convey unto John Nanni, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of insurable value *not the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd ~~2nd~~ To the payment of all taxes which may be unpaid on said premises.

2nd ~~3rd~~ To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 19th day of March, 1973, 19..., the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Leon Gilbert
LEON GILBERT

Jack J. Cohen
JACK J. COHEN

Ben B. Doubleday
BEN B. DOUBLEDAY

Bessie D. Cohen
BESSIE D. COHEN

Tyus Foster
TYUS FOSTER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edna S Woods, a Notary Public in and for said County and State, LEON GILBERT, BEN B. DOUBLEDAY, JACK J. COHEN AND WIFE, BESSIE D. COHEN, AND TYUS FOSTER,

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at NASHVILLE, Tennessee, this 19th day of March, 1973, 19...

Edna S Woods
Notary Public

Commission expires 4-29-1974

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 6,950. Affiant Jack J Cohen

Subscribed and sworn to before me this 21st day of March, 1973

Notary Public of the State and County aforesaid, personally appeared Deputy Register C. W. Ragsdale, with whom I am personally acquainted, and who, upon oath, acknowledged self to be ... of the ..., the within named bargainor, a corporation, and that he as such ..., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self, and as such ...

Witness my hand and seal, at office in ..., this ... day of ..., 19...

Notary Public

Commission expires ...

MAR21 CONV $6950.00
MAR21 MORT'G $6950.00
MAR21 S'TAX A* 17.94
MAR21 S'TAX A* 4.80
MAR21 PRFEE A* .50
MAR21 W'DEED A* 4.00 * 27.24

Leon mail to:
LEON GILBERT
7th FLOOR THIRD NAT'L BK. BLDG.
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

FROM

TO

B 9 9 0 8 3

IDENTIF. REFERENCE

MAR 21 12 50 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE