This instrument was prepared by J. B. Watson, Jr., Attorney, 1119 Stahlman Building, Nashville, Tennessee 37201 Mail to John E Johnson 1820-6th Ave No Nashville 37208

INSTALLMENT DEED BOOK 4702 PAGE 710 Parcel No. WI-19540 SEND TAX BILLS

For and in Consideration of the sum of Nine Hundred Ninety Five----------

----------($995.00)---------- Dollars,

of which Seventy Five----($75.00)---------- Dollars,

has been paid in cash by John E. Johnson & wife, Jessie M. Johnson

the receipt of which is hereby acknowledged, and for the remainder Nine Hundred Twenty---

----------($920.00)---------- Dollars,

the said John E. Johnson & wife, Jessie M. Johnson have

executed and delivered their promissory real estate lien note payable to the order of Jack J. Cohen and wife, Bessie D. Cohen payable at the rate of $20.00 per month beginning June 1, 1973 and a like sum on the 1st day of each succeeding month with interest at 10% per annum to be first deducted from each of such payments and the balance applied to principal. Said note is payable at Commerce Union Bank.

...or or affirm that the actual consideration or true value for this ..., whichever is greater, is $995.00. Affiant Jack J. Cohen

...ed and sworn to before me this 30th day of Aug 1973

Deputy Register [illegible]

all of said notes bearing ~~six~~ 10 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Jack J. Cohen and wife, Bessie D. Cohen

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have this day bargained and sold, and do hereby transfer and convey unto the said John E. Johnson and wife, Jessie M. Johnson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lots 438 and 440 on the Plan of North Nashville Real Estate Company's Plan, as of record in Book 21, page 105, Register's Office for said County, described as follows:

Beginning at a point in the west margin of Sixth Avenue North, 34.69 ft., (35 ft. former deed) North of the southeast corner of said Lot No. 440; thence North 44° 09' 42" West 34.67 ft. (35 ft. previous deed) along the west margin of Sixth Avenue North; thence South 61° 45' 18" West, 49.10 ft. to the right-of-way line of Interstate Highway No. 265; thence South 29° 55' 53" West along the right-of-way of said Highway, 40.41 ft. to a point in the east margin of an alley; thence South 28° 05' 28" East with said alley, 12.04 ft. to a point; thence North 61° 45' 18" East 92.98 ft. to a point in the west margin of Sixth Avenue North; thence with said Avenue, North 44° 09' 42" West 34.67 ft., (35 ft. by previous deed) to the point of beginning, containing 2,575 square feet more or less.

Being the same property conveyed to Jack J. Cohen & wife, Bessie D. Cohen by deed from Rex B. Tyler and T. C. Jones of record in Book____ page_____, Register's Office for Davidson County, Tennessee. 1973 taxes are assumed by purchasers.

This conveyance is made subject to a slope easement conveyed to the State of Tennessee by deed from C. Ewel Brown and wife, of record in Book 4123, page 638, said Register's Office. Contained in said deed is the following language: "The land upon which the slope easement is hereby conveyed may be used by the grantors for any purposes which does not affect the lateral support, maintenance, or drainage of the adjoining highway."

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John E. Johnson and wife, Jessie M. Johnson, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said John E. Johnson & wife, Jessie M. Johnson, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said John E. Johnson & wife, Jessie M. Johnson do hereby transfer and convey unto J. B. Watson, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said John E. Johnson and wife, Jessie M. Johnson do hereby 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 at least the sum of $_____ until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said John E. Johnson & wife, Jessie M. Johnson shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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.

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

3rd. To the payment of all unpaid notes 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 John E. Johnson & wife, Jessie M. Johnson 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Register's Office for Davidson County, Tennessee, and the title herein conveyed to J. B. Watson, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Jack J. Cohen and wife, Bessie D. Cohen and John E. Johnson & wife, Jessie M. Johnson hereunto set our hands at Nashville, Tennessee, this the 28th day of April 19 73

John E Johnson

Jessie M. Johnson

Jack J. Cohen

Bessie D. Cohen

C04487 T IDENTIF. REFERENCE APR 30 12 02 PM '73 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
Davidson County }

Personally appeared before me, M L Rowell, a Notary Public in and for said County and State, the within named Jack J. Cohen, Bessie D. Cohen, John E. Johnson and Jessie M. Johnson

the 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 day of April 28th, 19 73

Commission Expires 11/19/75

M L Rowell Notary Public.

STATE OF _____ }
_____ County. }

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____ 19 ____

Commission Expires _____ Notary Public.

APR30 CONV * 995.00
APR30 STAX A* 2.60
APR30 PRFEE A* .50
APR30 MTGED A* 6.00 * 9.10