Rec. 9.00

BOOK 4784 PAGE 185

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

LEON GILBERT, HARRIS GILBERT, & JACK J. COHEN ET UX BESSIE D. COHEN

TO

LEON W. SHANNON ET UX FRANCES I. SHANNON

PLEASE SEND DEED TO

For draftsman's use

This Instrument Prepared By:
FOLEY and WEISS, ATTYS.
521 STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leon W. Shannon, et ux (NAME)	Same (NAME)	63-8-13
4100 - Hadleys Bend BLVD. (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	Book No. 4D30145
OLD HICKORY (CITY) TENN (STATE) 37138 (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JAN 30 9 27 AM '74

FELIX Z. HAYNES, REGISTER (DAVIDSON COUNTY, TENN.)

C40183

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 1,950.00 Jack J. Cohen
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF January, 19 74

Notary Public

MY COMMISSION EXPIRES: August 1, 1976
(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE

FOR AND IN CONSIDERATION OF the sum of One Thousand Nine Hundred fifty and No/100---------- ($1,950.00) DOLLARS

of which $ 350.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory note of even date herewith, in the original principal amount of $1,600.00, payable in monthly installments as follows: On the 18th day of February, 1974, the sum of $33.22, and thereafter a like amount on the 18th day of each succeeding month thereafter, with the balance of said principal sum due, unless sooner paid, on the 18th day of January, 1979. Said payments to be applied first to payment of interest at the rate of 9% per annum on the unpaid principal sum, or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest, has been paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, Leon Gilbert, Harris Gilbert, & Jack J. Cohen and wife, Bessie D. Cohen

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Leon W. Shannon and wife, Frances I. Shannon

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 31, 32, and 33 on the Map of Hadley Bend City, Block "U", of record in Book 421, page 120, Register's Office for said County.

SAID Lots adjoin and front together 75 feet on the northerly side of Hadley Bend Boulevard, and extend back between parallel lines 153 feet to a dead line.

BEING the same property vested in Leon Gilbert, a 1/3 interest, Harris Gilbert, a 1/3 interest, and Jack J. Cohen and wife, Bessie Cohen, a 1/3 interest, by decree of the Chancery Court, Part I, of record in Book 4778, page 71, REgister's Office for Davidson County, Tennessee.

The said Bessie Cohen and Bessie D. Cohen are one and the same person.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights of way for public utilities applicable to this property; and taxes for the current year, which have been prorated and assumed by the Grantees herein.

This is { unimproved ( ) / improved (X) } property, known as Rt. 1, Hadley Bend Boulevard, Nashville, Tennessee
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zone)

The Grantors convey herein only such right, title and interest acquired by them under the decree of the Chancery Court, Part I, entered December 28, 1973.

Leon W. Shannon Frances I. Shannon

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 grantees herein do hereby transfer and convey unto J. J. Foley 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 grantees 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 $ insurable value 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this 24th day of January 19 74

Leon Gilbert — Harris Gilbert

Jack J. Cohen — Bessie D. Cohen

Leon W. Shannon — Frances I. Shannon

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, Spence Talley, a Notary Public in and for said County and State, the within named ~~Leon Gilbert and wife, Harris Gilbert, Jack J. Cohen and wife, Bessie D. Cohen, and~~ Leon W. Shannon and wife, Frances I. Shannon 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~~ Old Hickory Tennessee, this 24 day of January, 19 74

Spence Talley
Notary Public

Commission expires April 26, 1976

SPENCE TALLEY NOTARY PUBLIC DAVIDSON COUNTY TENN. MY COMM. EXPIRES APR 26 1976

JAN 30 CONV *1,950.00
JAN 30 S TAX A* 4.94
JAN 30 PR FEE A* .50
JAN 30 DEED A* 4.00 * 9.44

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert David Ludwick, *a Notary Public in and for said County and State,* LEON GILBERT, HARRIS ~~D.~~ GILBERT, JACK J. COHEN AND WIFE, BESSIE ~~D.~~ COHEN,

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* 25th *day of* JANUARY, 1974, *19*

Robert David Ludwick
Notary Public

Commission expires 2/13/77

ROBERT DAVID LUDWICK NOTARY PUBLIC DAVIDSON COUNTY TENN. STATE AT LARGE

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