28 26 Mailed to → Prepared by J. B. Watson, Jr. 3805 Gallatin Rd Nashville Tenn

Map and Parcel 92-2-226
Field Book 11 W. 3095

INSTALLMENT DEED

BOOK 4941 PAGE 742

For and in Consideration of the sum of Sixty Five Hundred Sixty Five & 10/100 ----------($6,565.10)------- Dollars, of which Five and 10/100---------($5.10)---------- Dollars, has been paid in cash by Tennessee Southern Asso., Inc. the receipt of which is hereby acknowledged, and for the remainder of Sixty Five Hundred Sixty----------($6,560.00)--------- Dollars, the said Tennessee Southern Asso., Inc. has executed and delivered its single promissory real estate lien note payable to the order of Jack J. Cohen and wife Bessie D. Cohen and Marjorie C. Watson and husband, J. B. Watson, Jr., and payable at the rate of $60.00 per month beginning October 15, 1975 with interest at 6% per annum from Sept.1,1975 to be first deducted from each of said payments and balance, if any, to be applied to principal, said note to be co-signed and payable at Commerce Union Bank.

All of said notes bearing six 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 and Marjorie C. Watson and husband, J. B. Watson, Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said Tennessee Southern Asso., Inc. its successors heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 146 of Block 6 on the Map of the Subdivision of the Heffernan Place, as of record in Book 161, page 138, Register's Office for said County.

Said Lot No. 146 fronts 50 feet on the northerly side of Albion Street and runs back between parallel lines 140 feet to an alley.

Being the same property conveyed to Grantees herein by deed of record in Book_____, page_____, Register's Office for Davidson County, Tennessee.

Grantee assumes the payment of 1975 taxes.

This instrument was prepared by J. B. Watson, Jr., Attorney, 3805 Gallatin Road, Nashville, Tennessee 37216

Mail tax bills to:
Mr. Ronald M. Harris
2211 Buchanan Street
Nashville, Tennessee

Owner's New Address:
2211 Buchanan Street
Nashville, Tennessee

The actual consideration for this transfer or value of property (whichever is greater) is $6,565.10. This is equal to or greater than the property would bring at a fair and voluntary sale.

Jack J. Cohen

Sworn to and subscribed before me this 16 day of July, 1975

L. D. Richardson
NOTARY PUBLIC

My commission expires April 26, 1978

373

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Tennessee Southern Asso., Inc. its successors ~~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 Tennessee Southern Asso., Inc. its successors ~~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 it in hand paid, Grantee, the said Tennessee Southern Asso., Inc.

do hereby transfer and convey unto John I. Harris, 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.

And, the said Tennessee Southern Asso., Inc. 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 $6,000.00 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.

It further agrees 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 it fails 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 it, the said Tennessee Southern Asso., Inc. 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 it fails 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; or if it fails 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. It agrees, 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. It further agrees 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 Tennessee Southern Asso., Inc., its 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 John I. Harris, 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 Marjorie C. Watson and husband, J. B. Watson, Jr. and Tennessee Southern Asso., Inc. ~~and~~ have hereunto set our hands at Nashville, Tennessee, this the 18th day of June 19 75

Tennessee Southern Asso., Inc.
By Title
Attest: Title

Indiv. Signed

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Marjorie C. Watson and husband, J. B. Watson, Jr., two of the bargainor, 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 18th day of June, 19 75

Commission Expires 4-23-1978 Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Jack J. Cohen and wife, Bessie D. Cohen, two of 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 July, 19 75

Commission Expires April 26, 1978 Notary Public.

BOOK 4941 PAGE 745

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared Ronald M. Harris with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Tennessee Southern Asso., Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Ronald M. Harris as such President. X Ronald M. Harris

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of AUGUST, 1975.

Notary Public

Commission expires February 13, 1977

D 11173

IDENTIF. REFERENCE

AUG 14 9 18 AM '75

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

NASHVILLE, TENN.

Attorneys Title Company

Tides Guaranteed

TO

FROM

INSTALLMENT DEED

AUG 14 75	CONV	*6,565.10			
AUG 14 75	MORT'G	*6,560.00			
AUG 14 75	S'TAX		A*	17.16	
AUG 14 75	S'TAX		A*	4.60	
AUG 14 75	PR'FEE		A*	.50	
AUG 14 75	W'DEED		A*	8.00	* 30.26

STATE OF TENNESSEE
Davidson County

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the within named bargainor, a corporation, and that (he / they) as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19__

My commission expires _____ Notary Public