PREPARED BY:
LEON GILBERT
3rd NATL. BNK. BLDG.,
NASHVILLE, TENNESSEE 37219

Instrument Deed

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60.06 Rec

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILL TO:	MAP PARCEL NUMBERS
PERCY W. EDMONDSON, JR., (NAME)	Same (NAME)	13 DA 33725
613 BALDWIN COURT (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	MAP 59-11
NASHVILLE, TENNESSEE (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PARCEL 176

FOR AND IN CONSIDERATION of the sum of FOUR THOUSAND ONE AND NO/100 ($4001.00) DOLLARS of which ONE AND NO/100 ($1.00) DOLLAR has been paid in cash by Percy W. Edmondson, Jr., to Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, receipt of which is hereby acknowledged, and for the remainder, FOUR THOUSAND AND NO/100 ($4000.00) DOLLARS, the said Percy W. Edmondson, Jr., has executed and delivered his one note in said amount dated September 12th, 1975, payable to the order of Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, in monthly installments of FORTY-EIGHT AND 54/100 ($48.54) DOLLARS each due respectively on the twelfth day of each consecutive month immediately following the date of the note until the entire 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, and the remainder of each payment 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 the payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, the said Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, have this day bargained and sold, and do hereby transfer and convey unto the said Percy W. Edmondson, Jr., his heirs and assigns, only such right, title and interest vested in us in the hereinafter described property by decree of Chancery Court for Davidson County, Tennessee, in the cause of Robert Orr and Company vs. Wm. D. Corlew, Jr., and Ruth I. Corlew, Rule No. A 5007-P, a certified copy of which decree is of record in Book 4949, page 156, Register's Office for Davidson County, Tennessee, said property being described as follows:

Land in Davidson County, Tennessee, being Lot No. 500 on the Plan of Haynes Manor, Section 4, as of record in Book 4175, page 90, Register's Office for said County.
Said Lot No. 500 fronts 75 feet on the southerly side of Baldwin Court and extends back between parallel lines 157.8 feet to a dead line.

PERCY W. EDMONDSON, as part of the consideration of this conveyance, hereby assumes and agrees to pay according to the terms thereof an indebtedness of approximately $16,600.00 held by Fidelity Federal Savings and Loan Association, which is secured by a lien on above described property, and the said Percy W. Edmondson, Jr., has placed in the hands of Jack J. Cohen the sum of Seven Hundred Thirty and no/100 ($730.00) Dollars to be applied on the arrearage due on said indebtedness. Percy W Edmondson Jr

TO HAVE AND TO HOLD above described real estate with the appurtenances, estate, title and interest thereto belonging, to the said Percy W. Edmondson, Jr., his heirs and assigns, forever, this conveyance being only the title vested in Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, by above mentioned decree of Chancery Court. Percy W Edmondson Jr

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

And we, for the purpose of better and more effectually securing the payment of said ten assessments, removing unnecessary court proceedings for the collection of same by the creditor, the non-payment of said notes and all interest thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said

PERCY W. EDMONDSON, JR.

hereinafter referred to as trustors, hereby transfer and convey unto JOHN NANNI, Trustee, his successors and assigns, the real estate hereinafter 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, or for 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.

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

2nd ~~&~~ 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 is such indebtedness is represented by note 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 Register's 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 12th day of September, 1975, 19, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

JACK J. COHEN

BESSIE D. COHEN

LEON GILBERT

PERCY W. EDMONDSON, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, a Notary Public in and for said County and State, JACK J. COHEN AND WIFE, BESSIE D. COHEN AND LEON GILBERT, AND PERCY W. EDMONDSON, JR.

the within named 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 12th day of SEPTEMBER, 1975, 19.

M. L. Randall, Notary Public

NOTARY PUBLIC STATE OF TENN. DAVIDSON COUNTY MY COMM. EXPIRES NOV. 19, 1975

Commission expires 11/19/75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and County aforesaid, personally appeared with whom I am personally acquainted, and upon oath acknowledged himself 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 himself as .

SEP 24 75 CONV 20,600.00
SEP 24 75 MORT'G 4,000.00
SEP 24 75 S'TAX A* 53.56
SEP 24 75 S'TAX A* 2.00
SEP 24 75 PR'FEE A* .50
SEP 24 75 W'DEED A* 4.00 * 60.06

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

Notary Public

Commission expires .

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 20,600.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF September 1975.
Deputy Register

D 17072

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IDENTIF. REFERENCE

SEP 24 3 13 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

INSTALLI