BOOK 5012 PAGE 657 85-13 289 thru 298 PW

INSTALLMENT DEED

For and in Consideration of the sum of Twenty-Five Thousand and no/100 Dollars ($25,000.00) Dollars, of which One Thousand and no/100 ($1,000.00) Dollars, has been paid in cash by James R. King, Sr. and wife, Illa R. King the receipt of which is hereby acknowledged, and for the remainder Twenty-Four Thousand and no/100 ($24,000.00) Dollars, the said James R. King, Sr. and wife, Illa R. King have executed two installment notes, each in the amount of $12,000.00, payable to J. B. COHEN and M. COHEN IRON AND METAL CO., with interest at the rate of ten per centum per annum, payable in 180 monthly installments, with the first payment of $128.96 to begin on May 1, 1976, and the sum of $128.96 on the first day of each succeeding month until principal and interest have been paid in full on or before April 1, 1991.

We, James R. King, Sr. and wife, Illa R. King, expressly agree that in the event either of the above-described notes is in default, the holder of either note may, at his sole option, accelerate both notes and all remaining unpaid balance shall immediately become due and payable, without notice, and the trustee is hereby authorized and empowered to sell the property on the following terms and conditions: After first advertising for 21 days by 3 weekly notices in some newspaper in Davidson County, Tennessee, giving time, place and terms of sale.

all of said notes bearing ~~XXXX~~ ten 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, J. B. Cohen and wife, Shirley C. Cohen and M. Cohen Iron and Metal Co.

have this day bargained and sold, and do hereby transfer and convey unto the said James R. King, Sr. and wife, Illa R. King heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in Davidson County, Tennessee, being Lots Nos. 89, 90, 91, 92 and 93, of Block "I", in the Subdivision of the Home Place of Eliza M. Lindsley, deceased, as of record in Plan Book 2, page 92, of the Chancery Court at Nashville.

Being the same property conveyed to Morris Kraft and J. B. Cohen by Deed of Record in Book 3967, page 323, Register's Office for Davidson County, Tennessee, and being the same property conveyed to J. B. Cohen by deed from Morris Kraft of record in Book 5002, page 466, said Register's Office.

TRACT II: Land in Davidson County, Tennessee, being Lots Nos. 84, 85, 86 and 87, and 88 in Block I on the Plan of Lindsley Home Place, of record in Book 2, page 92, Chancery Court for said County.

Being the same property conveyed to M. Cohen Iron and Metal Co. by deed from J. B. Cohen and wife, Shirley C. Cohen of record in Book ____, page ____, said Register's Office.

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

This instrument prepared by Gullett, Sanford, Robinson & Martin 23rd Floor L&C Tower Nashville, Tn. 37219

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James R. King, Sr. and wife, Illa R. King 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, successors and assigns, to warrant and forever defend the title to said real estate to said James R. King, Sr. and wife, Illa R. King 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 J. B. Cohen and wife, Shirley C. Cohen and M. Cohen Iron and Metal Co.

do hereby transfer and convey unto J. Murray Milliken, 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 James R. King, Sr. and wife, Illa R. King 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 James R. King, Sr. and wife, Illa R. King 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 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 James R. King, Sr. and wife, Illa R. King 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. Murray Milliken, 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 James R. King, Sr. and wife, Illa R. King and J. B. Cohen and wife, Shirley C. Cohen and M. Cohen Iron and Metal Co. hereunto set our hands at Nashville, Tennessee, this the 2 day of April 19 76

M. COHEN IRON AND METAL CO.

By J. B. Cohen / President

James R. King, Sr.

Illa R. King

J. B. Cohen

Shirley C. Cohen

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Marsha L. Hollins, a Notary Public in and for said County and State, the within named James R. King, Sr. and wife, Illa R. King

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 2nd day of April, 19 76

Commission Expires 11-27-78

Marsha L. Hollins, Notary Public

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Marsha L. Hollins, a Notary Public in and for said County and State, the within named J. B. Cohen and wife, Shirley C. Cohen

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 this 2nd day of April, 19 76

Commission Expires 11-27-78

Marsha L. Hollins, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, Marsha L. Hellums, a Notary Public of the State and County aforesaid, personally appeared J. B. Cohen, with whom I personally acquainted, and who, upon oath, acknowledged himself to be President of the M. Cohen Iron and Metal Co., 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of April, 1976

Marsha L. Hellums Notary Public.

Commission expires 11-27-78

(over for additional acknowledgements)

MARSHALL HOLLINS NOTARY PUBLIC DAVIDSON COUNTY

APR-6 76	CONV	25,000.00			
APR-6 76	MORT'G	24,000.00			
APR-6 76	S'TAX		B*	65.00	
APR-6 76	S'TAX		B*	22.00	
APR-6 76	PR'FEE		B*	.50	
APR-6 76	W'DEED		B*	8.00	* 95.50

INSTALLMENT DEED

FROM
J. B. Cohen and wife, Shirley C. Cohen and
M. Cohen Iron and Metal Co.

TO
James R. King, Sr. and wife,
Illa R. King

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 43394

IDENTIF. REFERENCE

APR 6 10 25 AM '76

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

YORLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. King, Sr. et ux, Illa R. King (NAME)	Same (NAME)	
1412 Boscobel St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37206 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $25,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF April, 1976

Notary Public

MY COMMISSION EXPIRES: 11-27-78

(AFFIX SEAL)