This instrument was prepared by:
Jack J. Cohen
Nashville, TN.

Instrument Prep. BOOK 5026 PAGE 185

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILL TO: | MAP PARCEL NUMBERS |
|---|---|---|
| LOIS E. JORDAN | SAME | 15 W 2690 |
| (NAME) | (NAME) | |
| P.O. Box 7002 | | 105-3-272 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN. 37210 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION of the sum of TWELVE HUNDRED FIFTY AND NO/100 ($1250.00) DOLLARS, of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS HAS BEEN PAID IN CASH by Lois E. Jordan to Jack J. Cohen and wife, Bessie D. Cohen, Leon Gilbert and B. B. Doubleday, Jr., receipt of which is hereby acknowledged, and for the remainder, ELEVEN HUNDRED FIFTY AND NO/100 ($1150.00) DOLLARS, the said Lois E. Jordan has executed and delivered her one note in said amount, dated April 20th, 1976, payable to the order of Jack J. Cohen and wife, Bessie D. Cohen, Leon Gilbert and B. B. Doubleday, Jr., in monthly installments of TWENTY-FIVE AND NO/100 ($25.00) DOLLARS each due respectively on the twentieth day of each consecutive month immediately following the date of the note until the entire principal amount of said note is paid in full by applying said payments first to interest at the rate of seven 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 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, Leon Gilbert and B. B. Doubleday, Jr., have this day bargained and sold, and by these presents do hereby transfer and convey unto the said Lois E. Jordan her heirs and assigns, only such title as we acquired by virtue of decree of Part I of the Chancery Court at Nashville, Davidson County, Tennessee, in the cause of State of Tennessee, etc., vs. Delinquent Taxpayers etc., Isaac Paul, Heirs,Defts., Rule No. FILE - TAX CIVIL ACTION NUMBER A-1209, CONTROL NUMBER 0154-6500, in the following described property in Davidson County, Tennessee:

2nd Avenue, South
Part of Lot Numbered 29
in the Plan of John Nelson
29 P 135
Field Book Number 15 W 2690
Map and Parcel Number 105-3-272

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

Being the same property referred to in decree of Chancery Court as set out above, a certified copy of which decree is of record in Book 4764, page 560, Register's Office for Davidson County, Tennessee, to which reference is here made.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Lois E. Jordan, her heirs and assigns, forever.

Buyer assumes 1976 tax on said property, and Sellers will remove all prior taxes as a lien on said property. If prior taxes are not paid within one year from date, the said Lois E. Jordan may pay such taxes and receive credit against the note herein described.

*And now, for the purpose of better and more effectually securing the payment of said Lien indebtedness; rendering unnecessary court proceedings for the enforcement of such lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said* LOIS E. JORDAN, ..... *hereinafter referred to as trustors, hereby grant, bargain and convey unto* JOHN NANNI, ..... *Trustee, his successors and assigns, the real estate hereinbefore 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 $ = = = = , or such part thereof as may be insurable value, until the indebtedness hereby 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 recitals may bind 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 ~~&c~~ To the payment of all taxes which may be unpaid on said premises.

2nd ~~&c~~ 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 note is outstanding, the holder of the note maturing first, 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 hand S this 20th day of APRIL, 1976, 19..., the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

LOIS E. JORDAN

LEON GILBERT

B. B. DOUBLEDAY, JR.

JACK J. COHEN

BESSIE D. COHEN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

MAY 18 '76 CONV *1,250.00
MAY 18 '76 S'TAX B* 3.12
MAY 18 '76 R'FEE Underscored B* 50

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

the within named bargainor S, 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 20th day of APRIL, 1976, 19...

M. L. Randall
Notary Public

Commission expires April 20, 1978

M. L. RANDALL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lois E. Jordan, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee this 10th day of May, 1976.

My Commission Expires: 11-30-76

Notary Public

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

D 4961 1

FEE REFERENCE
DAVIDSON COUNTY, TENN. REGISTER
15 AM '76

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this Transfer is $1,250.00.

Affiant

Subscribed and sworn to before me, this the 17th, day of May, 1976.

My Commission Expires: June 1, 1977

Notary Public

DIANE P. GILLUM NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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