This instrument prepared by:
Woods & Woods
A Professional Association
121 Seventeenth Avenue, South
Nashville, Tennessee 37203

Mail

BOOK 5041 PAGE 421

New Owner	Send Tax Bills to	Map-Parcel No.
Gilbert Lee Cohen 711 Union Street Nashville, Tennessee	New Owner	1W-33045 Map - 81-12 Parcel - 45

FORECLOSURE DEED

JAMES N. BRYAN, JR.

Trustee

to

SARAH K. COHEN AND
GILBERT LEE COHEN

D 56542

FEE $ 1.00 REGISTER
DAVIDSON COUNTY, TENN.

JUL 1 3 22 PM '76

IDENTIFICATION REFERENCE

WHEREAS Erma Jean Thorne and Joe Frank White and wife, Emma Mai White executed a certain Deed of Trust dated August 2, 1968, by which they conveyed to I. R. Schulman, Trustee, and his successors in Trust certain property hereinafter described to secure the payment of one promissory note of even date therein described, which Deed of Trust is recorded in Book 4256, page 687, Register's Office of Davidson County, Tennessee; and

WHEREAS, by the terms of said Deed of Trust it was provided that in the event the trustee named therein declined or for any reason was unable to act in the premises and the execution of the terms of said Deed of Trust, the lawful owner and holder of said indebtedness was empowered to appoint a substitute trustee by a written appointment registered in the Register's Office for Davidson County, Tennessee, said substitute trustee to be vested with all rights, powers, and authorities of the original trustee; and

WHEREAS, the said I. R. Schulman, Trustee became unable to act in the premises and Gilbert Lee Cohen appointed James N. Bryan, Jr., Trustee to succeed the said I. R. Schulman, Trustee by written appointment dated April 23, 1976 and recorded in Book 5022, page 667, Register's Office for Davidson County, Tennessee; and

WHEREAS, by the terms of said Deed of Trust the lawful owner and holder of the indebtedness secured thereby was impowered upon default in the payment of any part of the indebtedness secured thereby, to after 30 days declare the amount of the said principal indebtedness due and payable, and the said trustee or his successor was thereupon directed and empowered, upon giving notice by 3 weekly publications in some newspaper published in Davidson County, Tennessee to sell said property at the time and place specified in said notice, to the highest bidder for cash, free from the equity of redemption, dower, homestead, and all other rights of exemption of every kind which are expressly waived as provided for in said Deed of Trust; and

WHEREAS, default was made for more than thirty (30) days in the performance of the covenants, terms, and conditions of said Deed of Trust in the amount of $204.93 due March 1, 1976, and by reason of said default the owner and holder of sa id promissory note, pursuant to the powers contained in said Deed of Trust, declared the entire amount of said indebtedness due and payable and said trustee gave notice by 3 weekly publications in the Nashville Record, a newspaper published in Davidson County, Tennessee, said notices appearing on April 27, and May 4, 11, 1976 that he would on the 19th day of May, 1976 at 11:00 a.m. at the front door of the courthouse in Nashville, Davidson County, Tennessee offer for sale certain property hereinafter desceibed to the highest and best bidder for cash, free from the equity of redemption, homestead, dower, and all other rights of exemption of every kind which are expressly waived and provided for in said Deed of Trust, but subject to any unpaid taxes that may constitute a li en against the property and certain restrictions as to building and use, in order to satisfy said debt and unpaid interest thereon, together with the expenses of the sale, and at said time and place said trustee offered said property for sale and Gilbert Lee Cohen bidding for Gilbert Lee Cohen and Sarah K. Cohen, offered therefor the sum of $3,800 cash, which was the highest and best bid and said property was struck off to the said Gilbert Lee Cohen and Sarah K. Cohen.

Now, therefore, in consideration of the premises and for the sum of $3,800, to me cash in hand paid, the receipt of which is hereby acknowledged, I, James N. Bryan, Jr., Trustee

by virtue of the powers of authority vested in me by said Deed of Trust and by said written appointment have this day bargained and sold and do hereby transfer and convey unto the said Sarah Cohen and Gilbert Lee Cohen, their successors and assigns, a certain lot or parcel of land situated in Davidson County, Tennessee and being more particularly described as follows:

Being part of Lot No. 292 on the North Nashville Real Estate Company's Plan of Lots in Nashville, Tennessee, a plan of which is of record in book 21, page 105, Register's Office for said County, described as follows:

Beginning at a point in the southwesterly margin of Delta Avenue, at the common corner of lots 292 and 294; thence with the line between said lots, south 42° 38' 45" west 134.40 feet to the right of way of Interstate Highway I-265; thence with said right of way north 69° 18' 48" west 53 feet, more or less, to a point in the line between lots Nos. 290 and 292; thence with the line between said two lots northeastwardly 155 feet, more or less, to the southwesterly margin of said Delta Avenue; thence with the same southeastwardly 50 feet to the point of beginning.

Being part of the property conveyed to Erma Jean Thorne and Joe Frank White and wife, Emma Mai White, by deed from Phil Cohen and wife, Sarah M. Cohen and Gilbert Lee Cohen of record in Book 4256, page 687, Register's Office for Davidson County, Tennessee. Subject to slope easement on rear of above property of record in book 4172, page 392, Register's Office for Davidson County, Tennessee.

To have and to hold said property to the said Phil Cohen and wife, Sarah K. Cohen and Gilbert Lee Cohen, their successors and assigns, for ever.

The said James N. Bryan, Jr., Trustee, transfers and conveys to the said Gilbert Lee Cohen and Sarah K. Cohen, their successors and assigns all the rights and benefit of the warranty and all covenants contained in said Deed of Trust

in as full a manner as in said Deed of Trust he can or should convey but not otherwise.

This conveyance is made subject to all unpaid taxes.

This 28 day of June, 1976.

James N. Bryan, Jr. Trustee

James N. Bryan, Jr. Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ~~Jane~~ Jayne Randle, a notary public in the said county and state the within named barginor, James N. Bryan, Jr. with whom I am personally acquainted and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 25th day of June, 1976.

Jayne Randle
Notary Public

My commission expires: August 8, 1979

JAYNE RANDLE ★ NOTARY PUBLIC AT LARGE ★ STATE OF TENNESSEE

JUL-1?? CONV $3,800.00
STATE OF TENNESSEE ~~SS~~ TAX B* 9.88
JUL-1?? FR FEE B* .50
COUNTY OF DAVIDSON W DEED B* 8.00 * 18.38

The actual consideration paid in this transfer is Three Thousand Eight Hundred Dollars ($3,800).

James N. Bryan Jr.
Affiant

Sworn to and subscribed before me this 30th day of June, 1976.

Jayne Randle
NOTARY PUBLIC

My Commission Expires: August 8, 1979

JAYNE RANDLE ★ NOTARY PUBLIC AT LARGE ★ STATE OF TENNESSEE