D 8 3 8 7 7

BOOK 5103 PAGE 63

THIS INSTRUMENT PREPARED BY:
WOOLARD & BISHOP
Attorneys-at-Law
Lebanon, Tennessee 37087

IDENTIF. REFERENCE T Mail

SEND TAX BILLS TO:
Willie B. Johnson
2314 Buchannan St.
Nashville, Tennessee

JAN 5 2 05 PM '77

FEE REGISTER
DAVIDSON COUNTY, TENN.

MAP: 81-6, GR:____, PAR 122

IMPROVED: ✓,

UNIMPROVED:_____

WHEREAS, by installment deed dated October 19, 1974, the undersigned JACK J. COHEN and wife, BESSIE D. COHEN, and LEON GILBERT conveyed to WILLIE B. JOHNSON and DELPHINE JOHNSON the property hereinafter described, with the said WILLIE B. JOHNSON and DELPHINE JOHNSON joining in said instrument and conveying the property in their turn to JOHN NANNI, TRUSTEE, for the purpose of securing the unpaid balance of the purchase price of $8,750.00; which is a first lien on the property hereinafter described

AND WHEREAS, the original of said instrument has been lost without having been recorded, but a carbon copy of the same, complete with dates, but without signatures, is on hand, showing all the terms and conditions;

AND WHEREAS, it is the desire of all parties that this error be corrected; that a replacement installment deed be executed; and that the same bear the original date of October 19, 1974, securing payment of the note therein set out and described of the same date of October 19,1974;

NOW THEREFORE, for these purposes, and for the consideration of EIGHTY-NINE HUNDRED FIFTY and No/100 DOLLARS ($8,950.00), of which, TWO HUNDRED and NO/100 DOLLARS ($200.00) has been paid in cash by WILLIE B. JOHNSON, a single man, and DELPHINE JOHNSON, a single woman, to JACK J. COHEN and wife, BESSIE D. COHEN, and LEON GILBERT, receipt of which is hereby acknowledged, and forthe remainder, EIGHTY-SEVEN HUNDRED FIFTY and NO/100 DOLLARS ($8,750.00), the said WILLIE B. JOHNSON and DELPHINE JOHNSON, have executed and delivered their one note in said amount, dated October 19, 1974, payable to the order of JACK J. COHEN and wife, BESSIE D. COHEN, and LEON GILBERT, in monthly installments of SIXTY-SIX and 47/100 DOLLARS ($66.67) each due respectively on the nineteenth 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 monthly 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 payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's 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 WILLIE B. JOHNSON and DELPHINE JOHNSON, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 1 on the Plan of the Subdivision of part of Lot No. 16 of the Nichol property in the 8th, formerly the 13th Civil District of said County, as of record in Plat Book #2, Page 49, Chancery Court at Nashville. Said

Lot No. 1 fronts 70 feet on the northerly side of Buchanan Street, formerly Hydes Ferry Road, and runs back 170 feet on the westerly line, with the easterly margin of 24th Avenue North, formerly Bridge Avenue, and 165 feet, more or less, on the easterly line to an alley, measuring 68 feet thereon, being the same property conveyed to the undersigned JACK J. COHEN and wife, BESSIE D. COHEN, and LEON GILBERT, by deed from J.W. Binkley, Elizabeth B. McHolland, Allie B. Mitchell, Edith B. Moore, Lucille H. Farmer, Polly H. Farmer, Isabell H. Harrell, and Katherine H. Butcher (being all of the heirs of J.T. Binkley, deceased),by deed of record in Book 4861, Page 284, Register's Office for Davidson County, Tennessee, to which reference is here made.

JAN-57	CONV	*8,950.00		
JAN-57	MORT'G	*8,750.00		
JAN-57	S'TAX		B* 23.14	
JAN-57	S'TAX		B* 6.70	
JAN-57	PR'FEE		B* .50	
JAN-57	W'DEED		B* 6.00	* 36.34

unimproved ( ) This is improved (X) property, known as 2314 Buchanan Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIE B. JOHNSON and DELPHINE JOHNSON, their ~~(XXXXXXXX~~ *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,* except 1974 taxes, which are to be paid by sellers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Willie B. Johnson and Delphine Johnson, their ~~(XXXXXXXX)~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said 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 Willie B. Johnson and Delphine Johnson, *hereinafter referred to as trustors, hereby transfer 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 insurable value *or at least 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:

or the lawful owner and holder of the note or his agent

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.

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

2nd. ~~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 when said indebtedness is represented by notes, 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 19th *day of* October, *19* 74.

Jack J. Cohen

Bessie D. Cohen

Leon Gilbert

Willie B. Johnson

Delphine Johnson

I, or we [illegible] for this [illegible] is $ 8,950.00

Subscribed and [illegible] this the 29 day of Dec 1976

Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JACK J. COHEN and wife, BESSIE D. COHEN, LEON GILBERT, WILLIE B. JOHNSON and DELPHINE JOHNSON,

the within named 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* ....., *19*.....

Notary Public

Commission expires .....