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

5904

Installment Deed

MAIL TO
John Dismukes
905 Petway
Nashville 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JOHN W. DISMUKES ET UX.	SAME	20 W 13375
(NAME:) 1017 JOSEPH AVENUE,	(NAME:) BOOK 5138 PAGE 782	82-3-53
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 ($13,950.00) DOLLARS, of which FIVE HUNDRED AND NO/100 ($500.00) *Dollars,* &&&&&&& has been paid in cash by John W. Dismukes and wife, Kathleen Dismukes, to Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, &&&&&&&&& *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* THIRTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($13,450.00) DOLLARS, the said John W. Dismukes and wife, &&&&& Kathleen Dismukes, have executed and delivered their one note in said amount, dated March 24th, 1977, payable to the order of Jack J. &&&&&&&& Cohen and wife, Bessie D. Cohen, and Leon Gilbert, in monthly installments ONE HUNDRED EIGHT AND 76/100 ($108.76) DOLLARS each, due respectively on the twenty-fourth 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 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 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 John W. Dismukes and wife, Kathleen Dismukes, their &&&&&, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 90 in Sharpe and Horn's 2nd Addition to Northeast Nashville, being a subdivision of part of Lindsley property, a plan of which subdivision is of record in Book 161, page 53, R. O. D. C., Tennessee.
Said Lot No. 90 fronts seventy feet on the easterly side of Joseph Street, and runs back between parallel lines, with the southerly margin of Childers Avenue, one hundred forty-five feet to an alley.
Being the same property conveyed to the undersigned Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, by deed from John Nanni, Trustee, of record in Book 5125, page 240, R. O. D. C., Tennessee, to which reference is here made.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 13,950.00

Affiant

Subscribed and sworn to before me, this the 24th day of March 19 77

Notary Public

My Commission expires: (Affix Seal)

This is improved XX unimproved property, known as 1017 JOSEPH AVENUE, 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 JOHN W. DISMUKES AND WIFE, KATHLEEN DISMUKES, THEIR &&&&&&, *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 1977 TAXES TO BE PAID BY BUYERS. WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* JOHN W. DISMUKES AND WIFE, KATHLEEN DISMUKES, THEIR &&&&&&, *heirs and assigns, against the lawful claims of all persons.*

And to secure the payment of this note and all other notes given for the purchase of said real estate, or any renewal or extension thereof, as they mature, as hereinafter provided, for the expense and trouble incident to the collection of said indebtedness or any part thereof, and for the consideration of one dollar paid to each grantor by the grantee, the said JOHN W. DISMUKES AND WIFE, KATHLEEN DISMUKES, JOHN NANNI, *hereinafter referred to as trustee, his successor and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts.*

Trustee agree to keep all buildings now on said property or 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:

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 ~~5th~~ *To the payment of all taxes which may be unpaid on said premises.*

2nd ~~6th~~ *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 Registers 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 24th *day of* MARCH, 1977, 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

JOHN W. DISMUKES

KATHLEEN DISMUKES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sarah Horner, *a Notary Public in and for said County and State,* JACK J. COHEN AND WIFE, BESSIE D. COHEN, LEON GILBERT, JOHN W. DISMUKES AND WIFE, KATHLEEN DISMUKES,

*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, *Tennessee, this* 24th *day of* MARCH, 1977, *19*

SARAH HORNER NOTARY PUBLIC DAVIDSON COUNTY

Sarah Horner *Notary Public*

Commission expires 2-11-80

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 who, upon oath, acknowledged* ... *self to be* ... *of 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* ... *self as* ...

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

Notary Public

Commission expires ...

22 CONV 13,950.00
22 MTG 13,950.00
22 STAX B* 36.14
22 STAX B* 11.40
22 RECFEE B* .50
22 MDEED B* 4.00 * 52.04

INSTALLMENT DEED

FROM

TO

D 99972

IDENTIFICATION REFERENCE

APR 22 8 49 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208