This Form furnished by Attorneys Title Company, Inc.

BOOK 5152 PAGE 799

Form No. WD-2

FROM

Julian Cohen and Frieda Cohen

TO

William Paul Smith and wife, Maggie R. Smith

For draftsman's use

Prepared by:
David J. Levine, Attorney
717 Stahlman Bldg.
Nashville, Tenn. 37201.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William Paul Smith (NAME)	Same (NAME)	83-14 217
1809 Lillian St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAY 31 1 07 PM '77

FELIX P. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4,750.00 _____ Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF May 1977.

_____ Notary Public

~~MY COMMISSION EXPIRES:~~ _____

(~~AFFIX SEAL~~)

E06233

FOR AND IN CONSIDERATION of the sum of Four Thousand, Seven Hundred and Fifty and no/100 Dollars ($4,750.00) of which Three Hundred ($300.00) Dollars has been paid in cash by the grantees, hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note in the principal sum of Four Thousand, Four Hundred and Fifty Dollars ($4,450.00), of eveh date herewith, which said note is payable to the order of Julian M. Cohen. Said note is payable in monthly installments of Fifty-Six and 38/100 ($56.38) Dollars each, including interest at the rate of Nine Percent (9%) per annum on the unpaid principal balance. The first payment of $56.38 is due and payable on or before the 1st day of July, 1977, and thereafter on or before the 1st day of each succeeding month until full payment is made, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, We, Julian M. Cohen, by and through written Power of Attorney from said Frieda Cohen, to Julian M. Cohen, dated September 29, 1974, and filed for record on November 15, 1974, in Book 4868, page 449, in the Register's Office of Davidson County, Tennessee, and Julian Cohen, Individually, do hereby on behalf of my mother and myself, sell, transfer and convey unto William Paul Smith and wife, Maggie R. Smith, their heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

Land in Davidson County, Tennessee, being Lot No. 81 on the Plan of Edgefield Land Company's First Subdivision, of record in Book 57, page 130, Register's Office for said County.

Said Lot No. 81 fronts 50 feet on the northerly side of Lillian Avenue and runs back 123.8 feet, more or less, on the westerly line and 123.9 feet, more or less, on the easterly line, to a dead line, measuring 50 feet thereon.

Being the same property conveyed to Julian Cohen and mother, Mrs. Frieda Cohen, by deed from Billie Sue Caldwell and Saunders Caldwell, of record in Book 2538, page 199, said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said real estate to the said grantees, their 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 note, 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 ($1.00) Dollar to me in hand paid, the said grantees herein do hereby transfer and convey unto Morris Levine, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The said grantees do agree to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do same, 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 the said grantees

shall pay the notes aforesaid, when due, according to their terms, and pay taxes, 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, 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 (30) 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 (20) 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 Courthouse 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 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:

1. 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.

2. To the payment of all taxes which may be unpaid on said premises.

3. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4. The residue, if any, will be paid to the grantees herein, their heors 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 this trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands, this the 27 day of May 1977.

Frieda Cohen
Frieda Cohen

By Julian M. Cohen
Julian M. Cohen, through Power of Attorney

Julian M. Cohen
Julian M. Cohen

William Paul Smith
William Paul Smith

Maggie R. Smith
Maggie R. Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 17 day of May 1977, before me, personally appeared Julian M. Cohen, on behalf of his mother, Frieda Cohen, through said Power of Attorney, to me known to be one of the persons described in and who executed the foregoing instrument and acknowledged that he, through his written Power of Attorney, executed the same as his free act and deed.

Witness my hand and seal on this the 17th day of May 1977, at Nashville, Tennessee.

Notary Public

My Commission Expires:

My Commission Expires Feb. 11, 1980

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, David J. LEVINE a Notary Public in and for said County and State, the within named Julian M. Cohen, William Paul Smith, and Maggie R. Smith, 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 27th day of June 1977.

David J. Levine
Notary Public

DAVID J. LEVINE NOTARY PUBLIC DAVIDSON COUNTY TENN.

My Commission Expires:

My Commission Expires Feb. 11, 1980

CO	4,750.00	MO	4450.00
WD	12.00	MS	
TD		ST	12.22
CC		ST	2.40
MR		PF	.50
UCC		TOTAL	27.12