This Instrument Prepared By:
Michael Franks
Home Federal Tower 7th Floor
Nashville, Tennessee 37219

Address new owner and send tax bill to:
Mr. & Mrs. Stephen E. Cox
3815 Estes Road
Nashville, Tennessee 37215

BOOK 5153 PAGE 713

116-13
94 PW

Installment Deed

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00)

Dollars,

of which Twenty-Five Thousand and no/100 ($25,000.00)

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Seventy-Thousand and no/100 ($70,000.00)

Dollars,

Stephen E. Cox and wife Christina E. Cox

have executed

a promissory note of even date herewith payable to the order of Elizabeth J. White in the original principal amount of $70,000.00 together with interest on the unpaid balance at the rate of 8% per annum and payable as follows: payable in 359 monthly monthly installments of principal and interest in the amount of $513.64, commencing on the 1st day of July, 1977, and continuing thereafter on the first day of each month until paid in full. Such note may be prepaid in whole or in part at any time without penalty after 10 years from date hereof. In the event that the makers prepay such note or any part thereof within 10 years from date hereof, there shall be a prepayment penalty of four (4%) per cent of the amount of such prepayment.

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, Elizabeth J. White (being one and the same person as Elizabeth H. Johns) has

this day bargained and sold, and do hereby transfer and convey unto the said Stephen E. Cox and wife Christina E. Cox (hereinafter "grantees"), their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being lot No. 16, a triangular part of lot No. 17 and a small triangular part of lot No. 18 of Block "D" on the map of Woodmont Lane Homesites, as of record in book 1130, page 13, Register's Office for said County, described together as follows:

Beginning on the westerly margin of Estes Avenue, at the common corner of lots Nos. 15 and 16; running thence westwardly, between the line of lots Nos. 15 and 16, 155.4 feet to the common corner of lots Nos. 15 and 16 and 25 and 26; thence with the line between lost Nos. 16 and 25, southwardly 50 feet; thence southwestwardly between the lines of lots Nos. 17, 18 and 25, 45 feet to a point in the westerly line of lot No. 18 and the easterly line of lot No. 25; thence eastwardly crossing the line of lot No. 17, 192 feet, more or less, to the westerly margin of Estes Avenue; thence with the westerly margin of said Avenue, northwardly 130 feet to the point of beginning.

Being the same property conveyed to Daniel J. Johns (now deceased) and wife Elizabeth H. Johns (being one and the same person as Elizabeth J. White) by deed from M. M. Booth and wife Dulcie R. Booth of record in Book 1784, page 435, Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $95,000.00.

Subscribed and sworn to before me this the 1st day of June, 1977.

Notary Public

My Commission Expires 11-16-80

This conveyance is subject to:

1. Easement for public utility purposes as shown on Plan in Book 1130, page 13, Register's Office for Davidson County, Tennessee.

2. Restrictive convenants contained in an instrument executed by Al Feldman, of record in Book 1153, page 230, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their *(successors), heirs and assigns forever.* I *covenant that* I am *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 for 1977 taxes, a lien but not yet due and payable, which are prorated at closing and assumed by grantees, and as otherwise noted herein.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their *(successors), 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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Rebecca Graham, *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 $ FMV *, 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, 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.

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

3rd. 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 1st *day of* June, *19* 77

Elizabeth J. White
Elizabeth J. White

Stephen E. Cox
Stephen E. Cox

Christina E. Cox
Christina E. Cox

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Elizabeth J. White

the within named 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, Davidson County, *Tennessee, this* 1st *day of* June, *19* 77

Notary Public

Commission expires 11-19-78

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Beverly L. Reeter, *a Notary Public in and for said County and State,* Stephen E. Cox and Christina E. Cox

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, Davidson County, Tennessee *this* 1st *day of* June, *19* 77

Beverly L. Reeter *Notary Public*

Commission expires November 16, 1980

BEVERLY L. REETER NOTARY PUBLIC DAVIDSON COUNTY

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* ....., *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 corporatoin by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Elizabeth J. White

TO

Stephen E. Cox and wife

Christina E. Cox

E 06655

CROSS REFERENCE

JUN 1 2 58 PM '77

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

JUN-17 77	CONV	95,000.00			
JUN-17 77	MORT'G	70,000.00			
JUN-17 77	S'TAX		E*	247.00	
JUN-17 77	S'TAX		E*	68.00	
JUN-17 77	PR'FEE		E*	.50	
JUN-17 77	W'DEED		E*	8.00	* 323.50