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

Installment Deed

BOOK 5203 PAGE 800

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
WILLIAM A. BOX ET UX.	SAME	11 W 5595
1501-91st ave. N (NAME)	(NAME)	92 6 457
Nashville 37208 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ELEVEN HUNDRED NINETY-FIVE AND NO/100 DOLLARS, of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid ~~of which~~ *Dollars,* in cash by WILLIAM A. BOX AND WIFE, LURENE E. BOX, to JACK J. COHEN AND WIFE, BESSIE D. COHEN, B. B. DOUBLEDAY, JR., AND LEON GILBERT, receipt of which is hereby acknowledged, and for the remainder, ~~balance to be paid~~ EIGHT HUNDRED NINETY-FIVE AND NO/100 ($895.00) DOLLARS, THE SAID WILLIAM A. BOX AND WIFE, LURENE E. BOX, ~~his~~ have executed and delivered their one note in said amount, dated September 27th, 1977, payable to the order of Jack J. Cohen and ~~his~~ wife, Bessie D. Cohen, B. B. Doubleday, Jr., and Leon Gilbert, in monthly installments of THIRTY-FIVE AND NO/100 ($35.00) DOLLARS each, due respectively on the twenty-seventh day of each consecutive month immediately following the date of the note until the entire principal amout of said note is paid in full by applying said payments first to interest at the rate of nine 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, B. B. Doubleday, Jr., and Leon Gilbert,

have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM A. BOX AND WIFE, LURENE E. BOX THEIR ~~HIS~~ ~~HERS~~ *(successors) heirs and assigns,*

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

Lot Numbered 49 in the plan of Falconer and Ashcraft Subdivision McNairy, 36 x 106, Field Book Number 11W5595, Map and Parcel Number 92-6-457, as shown on the tax books of the Tax Assessor for Nashville, Davidson County, Tennessee.

Being the same property the title to which is vested in the undersigned conveyors by decree of the Chancery Court, PART I, at Nashville, Tennessee, in the cause of State of Tennessee, etc., vs. Delinquent Taxapyers, B. L. and J. M. Hurt, a certified copy of which decree is of record in Book 4753, page 436, Register's Office for Davidson County, Tennessee, to which reference is here made.

Jack J. Cohen and wife, Bessie D. Cohen, 1/3; B. B. Doubleday, Jr., 1/3; and Leon Gilbert, 1/3, hereby covenant and bind themselves, their heirs and representatives, in the above proportion of the amount paid on the within consideration, but no further, against the lawful claims of all persons.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1195.00

Subscribed and sworn to before me, this the 27th day of Sept 19 77

Affiant

My commission expires: 2-11-80 (Affix Seal)

Notary Public

This is ~~unimproved~~ (XX ~~improved~~ property, known as VACANT LOT ON BATAVIA STREET, NASHVILLE, TENN. (2518 Batavia St.)

(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 WILLIAM A. BOX AND WIFE, LURENE E. BOX, THEIR ~~HIS~~ ~~HERS~~ *heirs and assigns forever.*

~~And we, for the purpose of better and more effectually securing the payment of said lien as above recited, 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, the receipt of which is acknowledged, the said~~

WILLIAM A. BOX AND WIFE, LURENE E. BOX,

~~hereinafter referred to as trustors, hereby transfer and convey unto~~ JOHN NANNI, ~~trustee, his successors and assigns, the following described real estate, situated in Davidson County, Tennessee, to-wit: and upon the following uses and trusts~~

~~Trustors covenant that they are lawfully seized and possessed of said property, have the right to convey it, and that it is unencumbered, except~~

~~and that they will warrant and forever defend the title to the same against the lawful claims of all persons except as above mentioned. In the event of the maturity of any of the indebtedness hereby secured and failure to fully pay and satisfy such indebtedness when due, or in the event of the failure of the trustors to perform any of the covenants herein contained, then, and in either of such events, it shall be the duty of said trustee, or the holder of said indebtedness, upon request of the holder of said indebtedness, to sell said property at the front door of the Courthouse in Davidson County, Tennessee, at public outcry, to the highest bidder for cash, after first giving twenty days notice of the time, place and terms of such sale by three publications in a newspaper published in said County, and from the proceeds of such sale to pay all costs, charges and commissions incident to such sale, including a reasonable attorney's fee for the trustee, and then to pay the indebtedness hereby secured, whether the same shall have matured by the terms thereof or not, rendering the overplus, if any, to the trustors, their heirs or assigns.~~

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 all secd, 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. && *To the payment of all taxes which may be unpaid on said premises.*

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 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* 27th *day of* SEPTEMBER, 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 Jack J. Cohen

LEON GILBERT Leon Gilbert

BESSIE D. COHEN Bessie D. Cohen

WILLIAM A. BOX William A. Box

B. B. DOUBLEDAY, JR. B. B. Doubleday, Jr.

LURENE E. BOX Lurene E. Box

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, B. B. DOUBLEDAY, JR., LEON GILBERT, WILLIAM A. BOX AND WIFE, LURENE E. BOX, *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* 27th *day of* SEPTEMBER, 1977, *19*

SARAH HORNER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Sarah Horner *Notary Public*

Commission expires 2-11-1980

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 corporation by* _____ *self as* _____.

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

SEP 30 COMM $1,195.00
SEP 30 S TAX 6* 3.12
SEP 30 R TAX 6* .50
SEP 30 REGFEE 6* 4.00 * 7.62

Notary Public

Commission expires _____

INSTALLMENT DEED

FROM Jack J. Cohen et ux et al

TO Wm A. Box et ux

E 28799

IDENTIF. REFERENCE

SEP 30 10 13 AM '77

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
NASHVILLE, TENNESSEE 37208
Phone 255-4631