Prepared by:
MAIL DEED TO

LEON GILBERT
6TH FLOOR THIRD NAT'L BK. BLDG.
NASHVILLE, TENNESSEE 37219

Installment Deed

Rec 12.94

BOOK 5224 PAGE 577

NOTE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOE A. JOHNSON ET UX.	SAME	27 W 22345
875 W Sharpe Ave. (NAME)	" " (NAME)	82-4-191
Nashville Tenn 37206 (STREET ADDRESS OR ROUTE NUMBER)	" " (STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-FOUR HUNDRED FIFTY AND NO/100 ($2450.00) DOLLARS, of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by Joe A. Johnson and wife, Louise Johnson, ~~Dollars~~, to Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, receipt of ~~of which~~ which is hereby acknowledged, and for the remainder, TWENTY-TWO HUNDRED FIFTY AND NO/100 ($2250.00) DOLLARS, the said Joe A. Johnson, ~~Dollars, has been paid in cash,~~ and wife, Louise Johnson, have executed and delivered their one note ~~the receipt of which is hereby acknowledged, and for the remainder~~ in said amount, dated OCTOBER 31st, 1977, payable to the order of Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, in monthly installments of THIRTY AND 34/100 ($30.34) ~~DOLLARS~~ each, due ~~Dollars~~, respectively on the last day of each consecutive month 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 ~~executed~~ unpaid balance of principal due on 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,

NOV21 77	CONV	*2,450.00			
NOV21 77	MORT'G	*2,250.00			
NOV21 77	S'TAX		B*	6.24	
NOV21 77	S'TAX		B*	.20	
NOV21 77	PR'FEE		B*	.50	
NOV21 77	W'DEED		B*	6.00	* 12.94

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

JOE A. JOHNSON AND WIFE, LOUISE JOHNSON, THEIR ~~successors~~ heirs and assigns,

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

Known as and described on the tax books of the Tax Assessor of Metropolitan Government of Nashville, Davidson County, Tennessee, as follows:

SHARPE AVENUE
LOT NUMBERED 65 IN THE PLAN
OF THORNBY PLACE
50 x 145
FIELD BOOK NUMBER 27 W 22345
MAP AND PARCEL NUMBER 82-4-191

Being the same property the title to which is vested in the undersigned Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, by decree of The Chancery Court, Part I, at Nashville, Tennessee, in the cause of State of Tennessee etc., vs. Delinquent Taxpayers, etc.-RICE ORGAN - Control Number 0321-2200; File - Tax Civil Action Number A-1209, a certified copy of which decree is of record in Book 4778, page 91, Register's Office for Davidson County, 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 $ 2450.00

Subscribed and sworn to before me, this 31st day of October, 19 77

Affiant

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

Notary Public

SARAH HORNER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is ~~unimproved~~ (XX) improved ( ) property, known as VACANT LOT ON NORTH SIDE OF SHARPE AVE., NASHVILLE.
(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 JOE A. JOHNSON AND WIFE, LOUISE JOHNSON, THEIR ~~successors~~, *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 ~~successors~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* JOE A. JOHNSON AND WIFE, LOUISE JOHNSON, 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 JOE A. JOHNSON AND WIFE, LOUISE 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 $ - - - -, *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.

BOOK 5224 PAGE 579

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 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 31st *day of* OCTOBER, *19*77.

E37803

IDENTIF. REFERENCE

Nov 21 9 00 AM '77

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

JACK J. COHEN

BESSIE D. COHEN

LEON GILBERT

JOE A. JOHNSON

LOUISE JOHNSON

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, JOE A. JOHNSON AND WIFE, LOUISE JOHNSON,

*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* 31st *day of* OCTOBER, 1977, *19*

SARAH HORNER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 2-11-80