NEW OWNER: JAS. C. WILLIAMSON

SEND TAX BILLS: SAME

2 W 24126
MAP & PARCEL 81-15-300

Bast - 23862 - Mark Jones

INSTALLMENT DEED — J. R. WEST FORM — BOOK 5401 PAGE 813

For and in Consideration of the sum of FORTY-EIGHT HUNDRED SEVENTY-FIVE AND NO/100 ($4875.00) DOLLARS, of which THREE HUNDRED AND NO/100 ($300.00) DOLLARS has been paid in cash by James C. Williamson to Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, receipt of which is hereby acknowledged, and for the remainder, FORTY-FIVE HUNDRED SEVENTY-FIVE AND NO/100 ($4575.00) DOLLARS, the said James C. Williamson, a single man, has executed and delivered his one note in said amount, dated March 6th, 1979, payable to the order of Jack J. Cohen and wife, Bessie D. Cohen, and Leon Gilbert, in monthly installments of FIFTY-THREE AND 50/100 ($53.50) DOLLARS each, due respectively on the sixth day of each consecutive month following the date of said note, until the entire principal amount of said note is paid in full, by applying said payments first to interest at the rate of seven per cent per annum on the unpaid balance of the principal amount of said note, and the remainder of each payment to be applied on the unpaid principal balance 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 notes, principal and 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 James C. Williamson, a single man, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 43 of Manlove's Addition to Nashville, Tennessee, said plan is of record in Book 21, page 129, Register's Office for Davidson County, Tennessee.

Said Lot No. 43 fronts 50 feet on the southerly side of Underwood Street, and extends back between parallel lines 169 feet, more or less, 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 G. Pinkerton et al of record in Book 5399, page 839, Register's Office for said County, to which reference is here made.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 4875.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 6th DAY OF March 1979
Deputy Register

Prepared by
Leon Gilbert
3rd Nat'l Bank Bldg.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JAMES C. WILLIAMSON, HIS

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 1979 TAX, WHICH IS TO BE PAID BY WILLIAMSON, AND REHABILITATION NOTICE IN BOOK 5146, PAGE 892, R.O.D., C. TENN. WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES C. WILLIAMSON, his

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 notes, 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 dollar, to me in hand paid, I, the said JAMES C. WILLIAMSON

do 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, for the purposes aforesaid, only.

I, the said JAMES C. WILLIAMSON

do hereby 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 at least the sum of $ insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, 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 I, the said JAMES C. WILLIAMSON,

shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or if I 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 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 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 or the lawful owner and holder of the note may bid at any sale under this trust conveyance. I 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. I 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:

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 notes 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 JAMES C. WILLIAMSON, his 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 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 JOHN NANNI, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said JACK J. COHEN AND WIFE, BESSIE D. COHEN, AND LEON GILBERT, and JAMES C. WILLIAMSON,

hereunto set our hands at NASHVILLE, Tennessee, this the 6th day of MARCH, 19 79

Jack J. Cohen
JACK J. COHEN

Bessie D. Cohen
BESSIE D. COHEN

Leon Gilbert
LEON GILBERT

James C. Williamson
JAMES C. WILLIAMSON

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, THE UNDERSIGNED, a Notary Public in and for said County and State, the within named JACK J. COHEN AND WIFE, BESSIE D. COHEN, AND LEON GILBERT, AND JAMES C. WILLIAMSON,

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 SIXTH day of MARCH, 1979.

Commission Expires May 28, 1980

Edith Dempsey, Notary Public.

STATE OF
County.

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at this

day of , 19

Notary Public.

Commission Expires

FILED
MAR 6 10 53 AM '79
DAVIDSON COUNTY, TENN.
REGISTER

IDENTIFICATION

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5401 PAGE 816

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

4675.00- CANT.
4675.00- MANT.
12.74 CSTAX
5.60 MSTAX
.50 PAFEE
9.00 WDEED
CHECK 21.84-
676140B/06/75 BBL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.L.S. 7.6

IDENTIF. REFERENCE
MAR 6 10 53 AM '75
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 668443