~~Mortgage Deed~~

BOOK 5471 PAGE 127

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Elva E. Coleman	Feigenbaum & Stern	81-14
(NAME:) 1523-23rd Avenue North	(NAME:) 600 Exchange Building	par. 106
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	Re
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven Thousand and no/100 ($7000.00) Dollars *Dollars,*

of which One Hundred Fifty and no/100 ($150.00) Dollars *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Six Thousand Eight Hundred-fifty and no/100 ($6850.00) *Dollars,*

The said Elva E. Coleman, for her sole and separate estate, with full power to convey with her signature, only *has* *executed* an installment deed, of evendate herewith, providing for the payment of the sum of $6850.00 in 228 consecutive monthly payments of $50.43 each, which includes interest at the rate of 6% per annum, payable to the order of Mollie Feigenbaum, Marilyn Stern and Marcia Cohen. The first of said payments falls due on the 20th day of October, 1967 and a like amount on the 20th day of each succeeding month thereafter until the full amount of principal and/or interest is paid in full. In the event of default of any payment hereunder of interest and/or principal sum when due, the owner or holder of the within described indebtedness secured herein, has a right to declare the entire unpaid balance of the principal plus interest in full to maturity due and payable, but the failure to take advantage of one violation of this agreement shall not act as a waiver to take advantage of any future or subsequent violation, the right being a continuing one.

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, Mollie Feigenbaum, Marilyn Stern and Marcia Cohen

have this day bargained and sold, and do hereby transfer and convey unto the said Elva E. Coleman, for her sole and separate estate with full power to convey with her signature only, her *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the southerly 25 feet of the northerly 100 feet of the easterly 150 feet of Lot No. 8 on the Plan of Georgia Industrial Realty Company's Subdivision, of record in Book 421, page 188, Register's Office for said County.

Said part of said lot fronts 25 feet on the westerly side of 23rd Avenue North and runs back between parallel lines 150 feet to a dead line.

Being the same property conveyed to Mollie Feigenbaum, Marilyn Stern and Marcia Cohen by deed from Jimson L. Mosley and wife, Mary E. Mosley of record in Book 4038, page 668, Register's Office for Davidson County, Tennessee.

Also being a part of this instrument the said Elva E. Coleman, for her sole and separate estate with full power to convey with her signature only, is to pay a one twelveth(1/12)portion of her taxes and of her fire insurance along with the said monthly installments of each and every month until said note is paid in full.

This instrument prepared by:
Ronald Curtis, Attorney
215 Exchange Building
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 7000.00
Elva E. Coleman
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF July 1967.
O. C. Pedigo
Deputy Register

unimproved ( )
This is improved (X) property, known as 1523-23rd Avenue North Nashville, Tennessee
(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 Elva E. Coleman, for her sole and separate estate with full power to convey with her signature only, her *(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 *heirs and representatives, to warrant and forever defend the title to said real estate to said* Elva E. Coleman, for her sole and separate estate with full power to convey with her signature only, her *(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 Elva E. Coleman, for her sole and separate estate with full power to convey with her signature only, *hereinafter referred to as trustors, hereby transfer and convey unto* Ronald Curtis, *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:*

her

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 $ 6000.00, *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.

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 11th *day of* September, *19* 67

Elva E. Coleman

Marcia Cohen

Mollie Feigenbaum

Marilyn Stern

$.50

1 UCC

JUL 25 1 41 PM '67

FELIX Z. ZOLLICOFFER
DAVIDSON COUNTY, TENN.

F 4215 6

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert R. Skinner, Jr. *a Notary Public in and for said County and State,* Mollie Feigenbaum, Marilyn Stern, Marcia Cohen and Elva E. Coleman

the within named 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* 11th *day of* September, *19* 67.

ROBERT R. SKINNER JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Robert R. Skinner, Jr. *Notary Public*

Commission expires 5-5-71

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

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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
			7000.00- CO	
			6850.00- MO	
			18.20 CO TX	
			4.80 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	32.50-
9093A07/25/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-42156

IDENTIF. REFERENCE

JUL 25 1 41 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 699750