Map 81-10 Par 163 [handwritten; struck-through earlier notation]

INSTALLMENT DEED

BOOK 5571 PAGE 251

For and in Consideration of the sum of Five Thousand and NO/100 - Dollars,

of which Ten ($10.00) - Dollars,

has been paid in cash by ROOSEVELT MANNING, JR., and wife, MATTIE MANNING,

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

the said ROOSEVELT MANNING, JR., and wife, MATTIE MANNING have executed an installment deed note of even date herewith in the principal sum of Five Thousand and NO/100 ($5,000.00) Dollars, payable to MRS. SADYE BUBIS and MRS. MARION LUCAS, the terms of said note being incorporated by reference, with interest from this date in the amount of Nine (9%) percent per annum for a term of nine (9) years, prepayment privileges granted without penalty

all of said notes bearing six per cent interest from date, 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, SADYE BUBIS, EVELYN L. KIRSHNER, ALDEN KIRSHNER, MARION LUCAS, GLORIA K. PULS, AHRON LUCAS, AND SEFTON LUCAS, herein ~~referred to as Grantors~~,

have this day bargained and sold, and do hereby transfer and convey unto the said ROOSEVELT MANNING, JR., and wife, MATTIE MANNING (herein referred to as Grantees) their heirs and assigns,

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

Lot in Davidson County, being Lot No. 95, Cobb's Subdivision of Lot No. 6 of the Harding-Bosley Tract, a plan of which is of record in Book 161, Page 135, Register's Office for said County.

Said Lot No. 95 fronts 50' in the northerly side of Osage Street and runs back between parallel lines 150' to an alley.

Being the same property conveyed to Israel Bubis and Alex Lucas by deed from Phil Cohen and wife, Sara K. Cohen, of record in Book 2032, page 243, Register's Office for Davidson County, Tennessee. The said Israel Bubis having since died and devised said property to his wife, Sadye Bubis, under his will of record in Will Book 108, page 130, Office of the County Clerk for Davidson County, Tennessee.

And being the same property conveyed to Evelyn L. Kirshner by deed from Alex Lucas of record in Book 2699, page 147 of said Register's Office, and being the same property passing to Marion Lucas, Sefton Lucas and Ahron Lucas from Alex Lucas upon his death.

F 78335

IDENTIF. REFERENCE

FEB 28 9 37 AM

FILED ... REGISTER DAVIDSON COUNTY, TENN.

This is improved / unimproved (X) property, known as 2504 Osage Street, Nashville, Tenn. 37208
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees 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 grantees, their 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 us in hand paid, we, the said grantees do hereby transfer and convey unto Lawrence E. Levine, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said grantees 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 $5,000.00 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 interst may appear.

We 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 we 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 we, the said grantees 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 we 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 we 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 may bid at any sale under this trust conveyance. We 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. We 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.

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

3rd. 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 the 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 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 Lawrence E. Levine, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees hereunto set our hands at Nashville, Tennessee, this the 12th day of February 1980

MARION LUCAS

SEFTON LUCAS

EVELYN L. KIRSHNER, by her attorney-in-fact, Alden Kirshner

ALDEN KIRSHNER

ROOSEVELT MANNING, JR.

MATTIE MANNING

SADYE BUBIS

AHRON LUCAS

GLORIA K. PULS

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, the within named ROOSEVELT MANNING, JR., and wife, MATTIE MANNING

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 12th day of February, 1980

Commission Expires 2-17-83

Betty Poage Notary Public.

STATE OF TENNESSEE
SHELBY **County.**

Personally appeared before me, Frank P. Worthen, a Notary Public in and for said County and State, the within named Sefton Lucas

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

Witness my hand and official seal at Memphis, Tennessee this 6 February, 1980

Commission Expires 4 May 1982

FRANK P. WORTHEN, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5571 PAGE 254

Before me, Barrie Kirshner, a Notary Public of the State and County aforesaid, personally appeared SADYE BUBIS, with whom I personally acquainted, and who, ~~upon oath~~ acknowledged ~~himself~~ she ~~of the~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXX~~ executed the foregoing instrument for the purpose therein contained, ~~XXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXX~~

Witness my hand and seal, at ~~office~~ Nashville, Tennessee, this 12th day of February, 1980.

My Commission Expires July 17, 1983

Barrie Kirshner, Notary Public.

Commission expires

(over for additional acknowledgements)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Barrie Kirshner, a Notary Public of the State and County aforesaid, AHRON LUCAS, MARION LUCAS, ALDEN KIRSHNER, and ALDEN KIRSHNER, as attorney-in-fact for EVELYN L. KIRSHNER, the within named bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained

WITNESS my hand and official seal at Nashville, Tennessee, this the 12th day of February, 1980.

Barrie Kirshner
NOTARY PUBLIC

My Commission Expires: July 17, 1983

INSTALLMENT DEED

FROM

SADYE BUBIS, MARION LUCAS, AHRON LUCAS, SEFTON LUCAS, EVELYN KIRSHNER, ALDEN KIRSHNER & GLORIA K. PULS

TO

ROOSEVELT MANNING, JR., and wife, MATTIE MANNING

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

STATE OF GEORGIA)
COUNTY OF SPALDING)

Personally appeared before me Gloria K. Puls a Notary Public of the State and County aforementioned, Gloria K. Puls, 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 [illegible], Georgia, this the [illegible] day of January, 1980.

[illegible]
NOTARY PUBLIC

My Commission Expires: [illegible]

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Roosevelt Manning, Jr. (NAME)	(NAME)	81-10-163
2504 Osage Street (STREET ADDRESS OR ROUTE NUMBER)	(SAME) (STREET ADDRESS)	
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
RUTHERFORD, CROCKETT, GUENTHER
306 Nashville Bank & Trust Bldg.
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $5,000.00

[illegible]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF February, 1980

Betty Pea[illegible]
Notary Public

MY COMMISSION EXPIRES: 7-17-83

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5571 PAGE 255 _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS	
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY	
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT	
TD - TRUST DEED		PRFEE - PROBATE FEE	

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			5000.00- CO	
			5000.00- MO	
			13.00 CO TX	
			3.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	28.50-
			5018A02/28/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 78335

IDENTIF. REFERENCE

FEB 28 9 37 AM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 744244