INSTALLMENT DEED — J. R. WEST FORM

NEW OWNER:
NAIL SHAKIR
Box 8296
Nashville 20 - Rec
Tenn 37207

SEND TAX BILLS:
SAME

FIELD BOOK NO. 13DA 33460
MAP & PARCEL NO. 59-11-259
Prepared by Leon Gilbert

BOOK 5576 PAGE 720

For and in consideration of the sum of TWENTY-FIVE HUNDRED AND NO/;00 ($2500.00) DOLLARS, of which TWO HUNDRED NINETY-FIVE AND NO/100 ($295.00) DOLLARS has been paid in cash by Nail Shakir to Morris Levine and Leon Gilbert, receipt of which is hereby acknowledged, and for the remainder, TWENTY-TWO HUNDRED FIVE AND NO/100 ($2205.00) DOLLARS, the said Nail Shakir has executed and delivered his one note in said amount dated X 29th day of February, 1980, Payable to the order of Jack J. Cohen and wife, Bessie D. Cohen, Morris Levine and Leon Gilbert, in monthly installments of FIFTY-NINE AND 50/100 ($59.50) DOLLARS each, due respectively on the X 29th day of each consecutive month immediately 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 nine per cent per annum on the unpaid balance of principal amount due on said note, and the remainder of each payment to be applied on said 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 note 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, Morris Levine and Leon Gilbert, have this day bargained and sold and do hereby transfer and convey unto the said Nail Shakir, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: AUGUSTA DRIVE - 1.01 ACRES - FIELD BOOK NO. 12D 89005 - 13DA 33460
MAP AND PARCEL NUMBER 59-11-259

It is expressly understood by the buyer named herein, Nail Shakir, that the title to above described property was acquired by Sellers, Morris Levine and Leon Gilbert, at a sale for taxes in the cause of State of Tennessee et al. vs. Lineberger Development Company, Tax Civil Action No. A 1208, Control Number 1110-5200, a certified copy of the decree in said cause being of record in Book 5379, page 284, R. O. D. C., Tenn., and sellers are conveying only such title as they acquired by said decree, however, if said property is redeemed within the legal redemption period, then Sellers will refund Buyer the full amount which Buyer has paid on the purchase price, without interest, the Sellers to to receive the redemption fund paid into Court.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said NAIL SHAKIR, HIS

heirs and assigns forever TAXES THROUGH 1979 are to be paid by Sellers. [redacted]

[redacted]

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 NAIL SHAKIR,

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 NAIL SHAKIR,

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 $ unimproved land 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 NAIL SHAKIR, 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 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 NAIL SHAKIR, 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. COHRN AND WIFE, BESSIE D. COHEN, MORRIS LEVINE AND LEON GILBERT and NAIL SHAKIR, hereunto set our hands at NASHVILLE, Tennessee, this the 29th day of FEBRUARY 19 80/

JACK J. COHEN

BESSIE D. COHEN

MORRIS LEVINE

LEON GILBERT

NAIL SHAKIR

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 23000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF March 19 80
Deputy Register

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, THE UNERSIGNED, a Notary Public in and for said County and State, the within named JACK J. COHEN, AND WIFE, BESSIE D. COHEN, MORRIS LEVINE, LEON GILBERT AND NAIL SHAKIR, the 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 29th day of FEBRUARY, 1980.

Notary Public.

Commission Expires 1-22-1984

STATE OF _____
_____ County.

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

CHECK

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 _____

C3-10 16.50

7068

RUSH
IDENTIFICATION REFERENCE
MAR 10 12 03 PM '80
REGISTER
DAVIDSON COUNTY, TENN.

F 78856

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

BOOK 5576 PAGE 723

RECEIVED OF _____

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
			2500.00- CO	
			2205.00- MO	
			6.50 CO TX	
			.20 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	16.20-
7062A03/10/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

79956

IDENTIFICATION REFERENCE

MAR 10 12 03 PM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 746217