PREPARED BY:
LEON GILBERT, 3rd NATL BK. BLDG.
NASHVILLE, TENN. BLDG.

Warranty Deed

BOOK 5616 PAGE 124

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILL TO:	MAP PARCEL NUMBERS
WILLIAM A. BROWN	SAME	13 DA 31265
(NAME)	(NAME)	59-14-65
2372/		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in consideration of the sum of THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($3450.00) DOLLARS of which TWO HUNDRED AND NO/100 ($200.00) DOLLARS has been paid in cash by William A. Brown to Leon Golbert, Morris Levine, and Jack J. Cohen and wife, Bessie D. Cohen, receipt of which is hereby acknowledged, and for the remainder, THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 ($3250.00) DOLLARS, the said William A. Brown has executed and delivered his one note for said amount, dated May 12th, 1980, payable to the order of Leon Gilbert, Morris Levine, Jack J. Cohen and wife, Bessie D. Cohen, in monthly installments of FIFTY-FIVE DOLLARS ($55.00) each due respectively on the twelfth 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 ten per cent per annum on the unpaid principal amount of said note and the remainder of each payment to be applied on the unpaid principal balance due on 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 indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, we, the said Leon Gilbert, Morris Levine, Jack J. Cohen and wife, Bessie D. Cohen, have this day bargained and sold, and do hereby transfer and convey unto the said William A. Brown, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being described on the tax books of the Tax Assessor of Nashville, Davidson County, Tennessee, as follows:

"LAND IN DAVIDSON COUNTY, TENNESSEE: MOORMANS ARM ROAD - LOT NO. 35 65 x 165 x IR - FIELD BOOK NUMBER 13DA 31265 - MAP AND PARCEL NUMBER 59-14-65."

Being the same property the title to which is vested in the undersigned Leon Gilbert, Morris Levine and Jack J. Cohen and wife, Bessie D: Cohen, by decree of the Chancery Court, Part I, Davidson County, Tennessee, in the cause of State of Tennessee, etc., Plaintiff, vs. Delinquent Tax Payers etc., National Construction Company, Control Nnumber 0547-8700, File-Tax Civil Action Number 78-369-I. a certified copy of which decree is of record in Book 5566, page 784, R. O. D. C., Tennessee, to which reference is here made.

It is expressly understood by the buyer named herein, William A. Brown, that the title to above described property was obtained by Sellers, Leon Gilbert, Morris Levine, Jack J. Cohen and wife, Bessie D. Cohen, at a sale for taxes in the cause of State of Tennessee etc., vs. National Construction Company, Tax Civil Action No. 78-369-I, Control No. 0547-8700, a certified copy of the decree in said cause being of record in Book 5566, page 784, R. O. D. C., Tennessee, 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 the buyer the full amount which buyer has paid on the purchase price, without interest, the Sellers to receive the redemption fund paid into Court. Sellers agree to pay taxes through 1979, and Buyer agrees to assume responsibility for any and all notices or orders heretofore or hereafter issued relative to above described property by Metro Codes Commission or other governmental agency.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said William A. Brown, his heirs and assigns forever.

And we, the said grantors, do further and more effectually securing the payment of said Leon 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 WILLIAM A. BROWN,

JOHN NANNI,

hereinafter referred to as trustees, hereby transfer and convey unto , 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.

WILLIAM A. BROWN,

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 5616 PAGE 125

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 hereby 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, inability, refusal or non-acting of said trustee at any time when action under the foregoing powers and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one, then of the last-maturing unpaid note, or upon his refusal or failure so to do, then the holder or owner of the next maturing 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* 3 *this* 12th *day of* MAY, 1980, *19* , *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

LEON GILBERT

MORRIS LEVINE

JACK J. COHEN

BESSIE D. COHEN

WILLIAM A. BROWN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNERSIGNED, *a Notary Public in and for said County and State,* LEON GILBERT, MORRIS LEVINE, JACK J. COHEN AND WIFE, BESSIE D. COHEN, AND WILLIAM A. BROWN,

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* 12th *day of* MAY, 1980.

Notary Public

Commission expires 8-11-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 3,450.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF June 1980.

Deputy Register

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, *Notary Public of the State and County aforesaid, personally appeared* *with whom I am personally acquainted,* *of the* *the within named bargainor, a corporation, and that* *he as such* *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* *self as*

Witness my hand and seal, at office in *this* *day of* *, 19*

Notary Public

Commission expires

INSTALLMENT DEED

FROM

TO

F. 94699

IDENTIF. REFERENCE

JUN 23 4 00 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title
Insurance Company
Advance Trust Bldg., S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5616 PAGE 126

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
			3450.00-	CO
			3250.00-	MO
			8.64	CO TX
			1.20	MO TX
			.50	PRFEE
			6.00	WDEED
			CHECK	16.54-
5852	A06/23/80		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F94699

T
IDENTIF. REFERENCE

JUN 23 4 00 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 764280