PREPARED BY:
LEON GILBERT
7th FLOOR THIRD NAT'L BK. BLDG.
NASHVILLE, TENNESSEE 37219

Installment Deed

REC $24.63

BOOK 5637 PAGE 234

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILL TO:	MAP PARCEL NUMBERS
SHERYL PHILLIPS	SAME	4 D 22690
(NAME) 3117 W HAMILTON Rd	(NAME)	138 - 99
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37218	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

mail

For and in consideration of the sum of FIFTY-SEVEN HUNDRED AND NO/100 ($5700.00) DOLLARS, of which FOUR HUNDRED AND NO/100 ($400.00) DOLLARS HAS BEEN PAID IN CASH BY Sheryl Phillips, hereinafter referred to as BUYER, to Jack J. Cohen and wife, Bessie D. Cohen, Morris Levine and Leon Gilbert, hereinafter referred to as SELLERS, the receipt of which is hereby acknowledged, and for the remainder, FIFTY-THREE HUNDRED AND NO/100 ($5300.00) DOLLARS, the said Buyer has executed and delivered her one note for said amount dated July 15th, 1980, payable to order of Sellers in monthly installments of SIXTY-EIGHT AND NO/100 ($68.00) DOLLARS each, due respectively on the first 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 above named Sellers, have this day bargained and sold, and do hereby transfer and convey unto the above named Buyer, Sheryl Phillips, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

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

"Land in Davidson County, Tennessee; Couchville Pike; 5.00 Acres; Field Book Number 4D 22690; Map and Parcel Number 138-99."

Being the same property the title to which is vested in the above named Sellers by decree of the Chancery Court, Part I, Davidson County, Tennessee, in the cause of State of Tennessee, etc., Plaintiff, vs. H. B. Jenkins, et ux., Control Number 0934-5900; File - Tax Civil Action Number 78-369-I, a certified copy of which decree is of record in Book _____, page _____, Register's Office for Davidson County, Tennessee, to which reference is here made. Said decree is also entered of record in TAX M. B. 18, PAGE 695, CHANCERY COURT PART I, DAVIDSON COUNTY, TENNESSEE.

It is expressly understood by the Buyer named herein, Sheryl Phillips, that the title to the above described property was obtained by Sellers, named above, at a sale for taxes in the cause of State of Tennessee, etc., vs H. B. Jenkins et ux., Tax Civil Action Number 78-369-I, Control Number 0934-5900, and Sellers are conveying only such title as they acquired by the decree in said cause; however, if said property is redeemed within the legal redemption period, then Sellers will refund the Buyer the full amount which the 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 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 Sheryl Phillips, her heirs and assigns, forever.

RECORDER'S MEMO:
[illegible] in This Document [illegible]

And now, for the [illegible] for the enforcement of said lien [illegible] and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said SHERYL PHILLIPS, hereinafter referred to as trustors, hereby transfer and convey unto JOHN NANNI, [illegible] and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging [illegible] 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 $ insurable value, or at least the maximum insurable value, until the indebtedness [illegible] 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.

3rd – &&& *To the payment of all taxes which may be unpaid on said premises.*

2nd – &&& *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 Registers 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(s) *this* 15th *day of* July, 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.*

Jack J. Cohen
JACK J. COHEN

Bessie D. Cohen
BESSIE D. COHEN

Morris Levine
MORRIS LEVINE

Leon Gilbert
LEON GILBERT

Sheryl Phillips
SHERYL PHILLIPS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* JACK J. COHEN AND WIFE, BESSIE D. COHEN, MORRIS LEVINE, LEON GILBERT AND SHERYL PHILLIPS, THEY *the within named bargainor* S *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 NASHVILLE, Tennessee, *this* 15th *day of* JULY, 1980. , 19 .

Trina P. Scarpath
Notary Public

Commission expires 8-11-81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , *a Notary Public of the State and County aforesaid, personally appeared* *with whom I am personally acquainted, and who, upon oath, acknowledged* self *to be* of the *the within named bargainor, a corporation, and that* he *being authorized so to do, executed the foregoing instrume* he name of *the corporation by* self as

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

Notary Public

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 3700.00

Sheryl P. Phillips
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF August 19 80.

E. Brickers
Deputy Register

INSTALLMENT DEED

FROM

TO

G02467

IDENTIF. REFERENCE

AUG 14 2 15 PM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

5711 08/14 24.66- CASH

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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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
			5700.00- CO	
			5300.00- MO	
			14.82 CO TX	
			3.30 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CASH	24.62-
5711A08/14/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.O.2467

T
IDENTIF. REFERENCE

AUG 14 2 15 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 773785