TELEPHONE BY: V. GREER CUMMINGS, ATTORNEY AT LAW FIRST AMERICAN CENTER NASHVILLE, TN 37238

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James K. Eaton, et al.	Same	Map 82-7
(NAME:) 102 Beechlawn Drive	(NAME:)	Parcel 260
(STREET ADDRESS OR ROUTE NUMBER) Franklin, TN 37064	(STREET ADDRESS)	20W-18490
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5683 PAGE 115

FOR AND IN CONSIDERATION of the sum of Thirty-seven Thousand and No/100 ($37,000.00)---------- *Dollars,*

of which Seven Thousand Four Hundred and No/100 ($7,400.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-nine Thousand Six Hundred and No/100 ($29,600.00)---------- *Dollars,*

James K. Eaton and Grady L. Hall

have executed

their promissory note of even date herewith in the principal amount of Twenty-nine Thousand Six Hundred and No/100 ($29,600.00) Dollars, payable to the order of Percy Cohen in one hundred twenty (120) monthly installments as stated therein, with interest on the unpaid principal balance at the rate of ten (10%) per cent per annum, the first such installment being due on the 1st day of January, 1981,

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, Percy Cohen

(the "Grantor")

has ~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* does James K. Eaton, a one-half (1/2) undivided interest, and Grady L. Hall, a one-half (1/2) undivided interest, as tenants in common (the "Grantees"), their ~~successors~~, *heirs and assigns,*

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

Land in Davidson County, Tennessee, being the westerly 47 feet of Lot No. 115 and all of Lots Nos. 116 and 117 on the unrecorded portion of John W. Bryan's Addition to Edgefield, now East Nashville, described as follows:

Beginning at the southeast corner of Meridian Street and Berry Street; thence, with the southerly margin of Berry Street, eastwardly 164 feet; thence, southwardly 165 feet to the northerly margin of an alley; thence, with said alley, westwardly 164 feet to the easterly margin of Meridian Street; thence, with said street, northwardly 165 feet to the beginning.

Being the same property conveyed to Percy Cohen by deed from J. H. Williams, et al., of record in Book 2538, page 315, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $37,000.00

Subscribed and sworn to before me, this the 25th day of November 1980

Affiant

My commission expires: 1-15-83 (Affix Seal)

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Said property is sold and conveyed subject to the following:

1. 1980 real property taxes, which have been prorated and assumed by the Grantees;

2. Terms, conditions and provisions of a certain Lease Agreement dated February 10, 1977, between Percy Cohen and wife, Beatrice Cohen, as Lessors and Boyde W. Jones and wife, Patricia Ann Jones, as Lessees, a short form of which is of record in Book 5136, page 11, Register's Office for Davidson County, Tennessee; and

3. Any unrecorded leases.

Beatrice Cohen, wife of the Grantor, joins herein for the purpose of transferring and conveying to the Grantees any right, title, or interest, whether marital or otherwise, which she may have in and to the above-described property.

The provisions of the Contract for Sale of Real Estate between Grantor and Grantees, dated November 7, 1980, shall survive the closing.

This is unimproved ( ) improved (X) property, known as Meridian Street, 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 Grantees, their ~~successors~~, *heirs and assigns forever.* Grantor *covenant*s *that* he is ~~are~~ *lawfully seized and possessed of said real estate in fee simple,* has ~~have~~ *a good right to convey it, and that the same is unencumbered,* except as stated herein.

Grantor *further covenant*s *and bind* s himself, his ~~themselves, their~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their ~~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 James K. Eaton and Grady L. Hall, ~~and wife, Mary Ann Eaton~~ *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, Jr., *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 ~~XXXXXXXX~~, ~~XXXXXX~~ 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 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

TAX (10%)

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 25th day of November, *19*80

Toni C. Eaton and Mary Jo Hall, wives of the respective Trustors, join herein for the purpose of transferring and conveying to the Trustee any right, title, or interest, whether marital or otherwise, which they may have in and to the above-described property.

Percy Cohen

Beatrice Cohen

James K. Eaton

Toni C. Eaton

Grady L. Hall

Mary Jo Hall

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cristi G. Barry, *a Notary Public in and for said County and State,* Percy Cohen and wife, Beatrice Cohen,

*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* 25th *day of* November, *19*80

Cristi G. Barry
Notary Public

CRISTI G. BARRY NOTARY PUBLIC AT LARGE TENNESSEE

Commission expires 1-15-83

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cristi G. Barry, *a Notary Public in and for said County and State,* James K. Eaton and wife, Toni C. Eaton,

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 25th *day of* November, *19* 80

Cristi G. Barry
Notary Public

Commission expires 1-15-83

CRISTI G. BARRY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 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 .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cristi G. Barry, a Notary Public in and for said County and State, Grady L. Hall and wife, Mary Jo Hall, 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 24th day of November, 1980.

Cristi G. Barry
NOTARY PUBLIC

My Commission Expires: 1-15-83

CRISTI G. BARRY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

RUSH

11/25 136.00- CHECK

INSTALLMENT DEED

FROM
PERCY COHEN

TO
JAMES K. EATON, ET AL.

G 1.9 1.6 1

IDENTIF. REFERENCE

Nov 25 3 42 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5683 PAGE 119

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
			37000.00- CO	
			29600.00- MO	
			96.20 CO TX	
			27.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 136.30-	
			6P46A11/25/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1-9 1-6 1

IDENTIF. REFERENCE

Nov 25 3 42 PM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 794035