PREPARED BY LEON GILBERT,
3rd NATL. BANK BLDG.
NASHVILLE, TENNESSEE.

Installment Deed

Prepared by Leon Gilbert 3rd Natl Bk Bldg Nashville Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
ROBERT DALE BENTLEY ET UX.	SAME	12 DA 51637
(NAME) 107 FONNIE DR.	(NAME) SAME	72 - 11
(STREET ADDRESS OR ROUTE NUMBER) GOODLETSVILLE TENN 37072	(STREET ADDRESS) SAME	BOOK 5781 PAGE 285
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION OF THE SUM of Eleven Hundred Fifty ($1,150.00) --------
--------- DOLLARS, of which ONE HUNDRED AND NO/100 ($100.00) DOLLARS has been paid in cash by ROBERT DALE BENTLEY AND WIFE, RUTH M. BENTLEY, to JACK J. COHEN AND WIFE, BESSIE D. COHEN, MORRIS LEVINE, AND LEON GILBERT, the receipt of which is hereby acknowledged, and for the remainder, the said ROBERT DALE BENTLEY AND WIFE, RUTH M. BENTLEY, (hereinafter referred to as BUYERS) have executed and delivered their one note in ths sum of One Thousand Fifty ($1,050.00) ---------- DOLLARS, payable to the order of JACK J. COHEN AND WIFE, BESSIE D. COHEN, MORRIS LEVINE, AND LEON GILBERT, (hereinafter referred to as SELLERS), dated August 3rd, 1981, payable in monthly installments of TWENTY-THREE AND 79/100 ($23.79) DOLLARS EACH, due respectively on the third day of each consecutive month beginning OCTOBER 3rd, 1981, until the full principal amount of said note and interest are paid in full by applying said payments first to interest at the rate of TEN (10%) PER CENT on unpaid principal and the remainder of each payment to be applied on the unpaid principal amount of said note, until both the entire principal amount said note and interest are paid in full, and providing for payment of attorney's fee, and to secure the payment of said indebtedness, principal, interest and attorney fee, a lien is expressly retained on the land herein conveyed, we, the SELLERS have this day bargained and sold and do hereby transfer and convey unto the said BUYERS, their heirs and assigns ONLY SUCH TITLE AS THE SAID SELLERS ACQUIRED IN THE FOLLOWING DESCRIBED LAND IN DAVIDSON COUNTY, TENNESSEE, BY VIRTUE OF DECREE IN THE CAUSE OF STATE OF TENNESSEE ETC., VS. DELINQUNET TAX PAYERS, FLINT ESTATE -CHANCERY COURT OF ADVIBSON COUNTY, TENNESSEE, PART I, FILE TAX CIVIL ACTION 79-414-1; 79-414-I-0526-1200; --CONTROL NO. 052601200, a certified copy of which decree is of record in Book 5603, page 753, Register's Office for Davidson County, Tennessee, to which decree feference is here made, in which decree the land herein conveyed is described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE:
AMBROSE AVENUE
1.06 ACRES
FIELD BOOK NUMBER 12DA 51637
MAP AND PARCEL NUMBER 72-11
BUYERS AGREE TO PAY 1981 TAX.

THIS IS UNIMPROVED PROPERTY KNOWN AS ABOVE DESCRIBED.

TO HAVE AND TO HOLD TO WITHIN NAMED BUYERS, THEIR HEIRS AND ASSIGNS, FOREVER.

IN THE EVENT WITHIN DESCRUBED PROPERTY IS REDEEMED IN ACCORDANCE WITH THE LEGAL PROVISIONS OF ABOVE MENTIONED CERTIFIED DECREE, THEN AND IN THAT EVENT SELLERS WILL RE-IMBURSE BUYERS ALL CASH WHICH SELLERS HAVE RECEIVED IN ACCORDANCE WITH TERMS OF WITHIN DEED.

And now, for the purpose of better and more effectually securing the payment of said Ten 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 ROBERT DALE BENTLEY AND WIFE, RUTH M. BENTLEY, *hereinafter referred to as trustors, 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 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.

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.

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

2nd 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 third day of AUGUST, 1981, 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

BESSIE D. COHEN

MORRIS LEVINE

LEON GILBERT

ROBERT DALE BENTLEY

RUTH M. BENTLEY

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, ROBERT DALE BENTLEY AND WIFE, RUTH M. BENTLEY, AND LEON GILBERT

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 3rd day of AUGUST, 1981.

Notary Public

Commission expires 4/22/84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... a Notary Public in and for said County aforesaid, personally appeared ..... with whom I am personally acquainted, and who, upon oath, acknowledged ..... of the ..... the within named bargainor, a corporation, and that ..... he as such ..... being authorized so to do, executed the foregoing instrument for the purposes 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) (ZIP)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 11th DAY OF Aug., 1981

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

Notary Public

INSTALLMENT DEED

FROM

TO

354833

IDENTIFICATION REFERENCE

AUG 12 9 10 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

1789 Cohen-Levine-Gilbert-Bentley

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			1150.00- CO	
			2.86 CO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	9.36-
			1709A08/12/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 837507

G 5. 4 8 3 3

IDENTIF. REFERENCE

Aug 12 9 10 AM '81

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.