INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100------ ----------($155,000.00)----------Dollars,

of which THIRTY-FIVE THOUSAND AND NO/100----------($35,000.00)----------Dollars,

has been paid in cash by Anthony Glowacki and wife, Eunice Glowacki, Grantees, herein,

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED TWENTY THOUSAND AND NO/100----------($120,000.00)----------Dollars,

the said Anthony Glowacki and wife, Eunice Glowacki, Grantees, herein, ve ha

assumed and agreed to pay according to its terms the outstanding principal loan balance described in and secured by the deeds of record in Book 4758, Page 511, and Book 4756, Page 263, Register's Office Davidson County, Tennessee, and have executed their one joint promissory note of even date, herewith, in the principal sum of $59,854.85, payable to the order of the Grantors, Charles E. Binkley and wife, Dorothy Mai Binkley, in consecutive monthly installments of $700.00, principal and interest,

all of said notes bearing EIGHT per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Charles E. Binkley and wife, Dorothy Mai Binkley, Grantors, herein,

have this day bargained and sold, and do hereby transfer and convey unto the said Anthony Glowacki and wife, Eunice Glowacki, Grantees, herein, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED

3-2-76 C.O. 155,000.00
M.O. 59,854.85
S.T. 403.00
at 57.90
P.F. .50
W.D. 10.00 471.40

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their / Grantors heirs and assigns forever covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

Grantors further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their 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 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 us in hand paid, Grantees, the said Anthony Glowacki and wife, Eunice Glowacki, do hereby transfer and convey unto L. Kenneth Johnson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantees, the said Anthony Glowacki and wife, Eunice Glowacki, 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 $ actual value 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 interst may appear.

Grantees 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 Grantees 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 Grantees, the said Anthony Glowacki and wife, Eunice Glowacki, 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 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; Grantees 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. Grantees 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. Grantees 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 lieh; 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 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 Grantees, their representatives or assigns.

TRACT NO. I: LAND in Davidson County, Tennessee, being part of Lot No. 10 on the plan of the W. B. Lewis property, as of record in Book 21, Page 92, Register's Office for said County, described according to a copy of a survey made by Southern Land Surveying Company, Inc., (Job No. 2099) dated August 9, 1973, as follows:

BEGINNING at a point in the southerly margin of Lebanon Road at a point 97 feet eastwardly from the southeast corner of the intersection of Lebanon Road and Rucker Avenue, as measured along the margin of Lebanon Road, and the curving portion thereof, said point being further identified as the northeast corner of Lot "B" on the Map of W. B. Omohundro's Subdivision of Lot 17 and part of Lots Nos. 9 and 10 of the W. B. Lewis property of record in Book 332, Page 170, said Register's Office; thence North 84° 50' 59" East along the southerly margin of Lebanon Road, 148 feet to a point; thence leaving said margin of said road, South 09° 32' 10" West, 170.44 feet to a point in the northerly margin of an alley; thence westwardly along said margin of said alley, 150 feet to a point which is the southeast corner of said Lot "B"; thence northeastwardly with the easterly line of Lot "B", 170.96 feet to the point of beginning.

BEING the same property conveyed Charles E. Binkley and wife, Dorothy Mai Binkley, by deed from Earl C. Shacklett et ux, of record in Book ____, Page _____, Register's Office Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESERVATIONS OF EASEMENTS:

"Certain improvements located upon the premises adjoining on the westerly side of the land described herein being conveyed by the grantors, Harry S. Overbey et ux, Ethel W. Overby, to Earl C. Shacklett and being Lot "B" on the Map of W. B. Omonhundro's Subdivision of Lot 17 and parts of Lots 9 and 10 of the W. B. Lewis property of record in Book 332, Page 170, Register's Office for Davidson County, Tennessee, encroach over and upon said land described herein. An easement is expressly granted to the said Earl C. Shacklett and his successors in title for as long as said encroaching improvements shall stand and said easement shall terminate when said encroaching improvements are destroyed or removed."

"There is also granted to the grantees and his successors an easement for a sewer line across the rear portions of Lots 2, 3, and 4 in the Re-Sub. of part of Lots 9 and 10, W. B. Lewis property made by Omohundro, of record in Book 332, Page 57, Register's Office for Davidson County, Tennessee and for the use of a spetic tank and overflow filled on said Lot No. 2. Said easement for sewer and said easement for use of septic tank and overflow field shall cease and terminate 90 days after a public sewer facility is made available for the use of the owners of the tract herein conveyed."

"There is further created for the benefit of the grantor and all future owners of the tract adjoining on the easterly side of the tract herein conveyed which said adjoining tract is being conveyed to W. T. Neal et ux, Georgia L. Neal, and being a part of Lot No. 10 on the Plan of the W. B. Lewis property, as of record in Book 21, Page 92, Register's Office Davidson County, Tennessee, the right to the use of the water meter on the within conveyed premises to service said adjoining property."

TRACT NO. II: LAND in Davidson County, Tennessee, being Lot "B" on the map of W. M. Omohundro's Subdivision of Lot No. 17 and parts of Lots 9 and 10 of the W. B. Lewis property, as of record in Book 332, Page 170, Register's Office for said County, described as shown on a survey made by Southern Land Surveying Co., Inc., (Job No. 2099) for Harry S. Overbey, dated August 9, 1973, to-wit:

BEGINNING at a point in the southerly margin of Lebanon Road at the southeast corner of the intersection of Lebanon Road and Rucker Avenue; thence eastwardly with the southerly margin of Lebanon Road 97 feet to a point, which is the northeast corner of the lot; thence with the easterly line of the lot, southwestwardly 170.96 feet to the northerly margin of an alley; thence westwardly with said margin of said alley, 48.81 feet to the easterly margin of Rucker Avenue; thence North 06° 10' 22" West along said margin of Rucker Avenue, 166.13 feet to the point of beginning.

BEING the same property conveyed Charles E. Binkley and wife, Dorothy Mai Binkley, by deed from Earl C. Shacklett et ux, of record in Book _____, Page _____, Register's Office Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESERVATION OF EASEMENT:

"Certain improvements located upon the premises adjoining on the easterly side of the land described herein being conveyed by the grantors to R. L. Eatherly and being parts of Lots Nos. 9 and 10 on the plan of the W. B. Louis property, as of record in Book 21, Page 92, Register's Office for Davidson County, Tennessee, encroach over and upon said land described herein. An easement is expressly granted to the said R. L. Eatherly and his successors in title for as long as said encroaching improvements shall stand and said easement shall terminate when said encroaching improvements are destroyed or removed."

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 L. Kenneth Johnson, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Grantors, Charles E. Binkley and wife, Dorothy Mai Binkley, and Grantees, Anthony Glowacki and wife, Eunice Glowacki, hereunto set our hands at Nashville, Tennessee, this the 6th day of February 1976

Anthony Glowacki
ANTHONY GLOWACKI

Eunice Glowacki
EUNICE GLOWACKI

Charles E. Binkley
CHARLES E. BINKLEY

~~DOROTHY MAI BINKLEY~~
Dorothy Mai Binkley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Charles E. Binkley et ux, Dorothy Mai Binkley, and Anthony Glowacki et ux, Eunice Glowacki,

the 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 6th day of February, 1976.

NOTARY PUBLIC

Commission Expires 9-31-78

Notary Public.

STATE OF _____

_____ **County.**

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

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 _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5001 PAGE 423

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM Charles E. Binkley, et ux

TO Anthony Glowacki, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 38251

IDENTIF. REFERENCE

MAR 2 9 11 AH '76

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Anthony Glowacki, et ux	SAME	94-10-3
(NAME) Airways Motel	(NAME)	94-10-2
925 Lebanon Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

mail to

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 155,000.00

E. E. Edwards
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF February, 19 76.

Notary Public

MY COMMISSION EXPIRES: 7-31-78

(AFFIX SEAL)