This instrument prepared by: Dave McMackin, 601 Broadway, Nashville, Tenn. 37203

FORM 1002

INSTALLMENT DEED

BOOK 5119 PAGE 29

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G. L. Waynick	Same	81-7
(NAME:)	(NAME:)	324-123-553
2720 Elm Hill Pike		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37214		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Six Thousand Six Hundred and 00/100 - - - - - - - ($6,600.00) - DOLLARS

of which $ 200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one joint promissory note in the face amount of $6,400.00 of even date herewith, payable to the order of Associates Capital Corporation, as follows: The sum of $206.51 on the 21st day of March, 1977, and thereafter 35 consecutive monthly installments each for a like amount, payable on the same day of each succeeding month until said principal sum is paid in full, with interest from date at the rate of 10% per annum. Each payment shall be applied first to accrued interest and the balance to principal.

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $6,600.00.

Affiant

Subscribed and sworn to before me, this the 23rd day of February, 1977.

Commission expires: 2-11-78

(Notary Public)

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Associates Capital Corporation

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

G. L. Waynick and Allison Waynick

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract I; Land in Davidson County, Tennessee, being the northerly 16-2/3 feet of Lot No. 33 and the southerly 16-2/3 feet of Lot No. 35 on the Map of W. S. Settles Subdivision of Lot No. 7, Woodland Plan, as of record in Book 57, Page 132, Register's Office for said county.

Said parts of Lots Nos. 33 and 35 front together 33-1/3 feet on the easterly side of 14th Ave., North, formerly Alberta Street, and run back between parallel lines 140 feet to an alley.

TRACT II: Land in Davidson County, Tennessee, being Lots Nos. 40 and 41, part of Block 7, in Owen's Buena Vista Plan, as of record in Book No. 57, Page 26, Register's Office for said county.

Said Lots Nos. 40 and 41 front 50 feet each on the westerly side of Crooked Street, (now 10th Avenue, North), and run back between parallel lines 128 feet to an alley.

TRACT III: Being Lot No. 42, Part of Block 7, in Owen's Buena Vista Plan, as of record in Book 57, Page 26, Register's Office for said county.

Said Lot No. 42 fronts 50 feet on the westerly side of Crooked Street, (now 10th Avenue, North), and runs back between parallel lines 128 feet to an alley.

Being the same property conveyed to Associates Capital Corporation by deed from John C. McLemore, Substitute Trustee, of record in Book 5090, Page 203, said Register's Office.

unimproved (X)
This is improved ( ) property, known as 14th Ave., North & 10th Ave., N.-Nashville
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We 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. 1976 and 1977 taxes to be paid by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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, we, the said grantees herein do hereby transfer and convey unto Richard Dance Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ _____ 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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:

RECORDER'S MEMO:

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 advise 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 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 the grantees herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 and grantees, have hereunto set our hands this the 21st day of February 1977.

Associates Capital Corporation

BY: A. L. Jordan, Vice President

G. L. Waynick

Allison Waynick

State of Tennessee,
Davidson County

Personally appeared before me, Harry M. Murphy, a Notary Public, in and for said County and State, the within named Allison Waynick, the bargainor, with whom I am personally acquainted, and who acknowledge that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of February, 1977.

Commission Expires: 2-11-78

Notary Public

HARRY M. MURPHY NOTARY PUBLIC AT LARGE TENNESSEE

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Joe A. Mann, a Notary Public in and for said County and State, the within named G. L. Waynick, the bargainor, 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, Tenn. this 21st day of February 1977.

Commission Expires 11-25-79

Notary Public

FEB28'77 CONV *6,600.00
FEB28'77 MORTG 6,400.00
FEB28'77 STAX B* 17.16
FEB28'77 RTAX
FEB28'77 DEED

STATE OF Tennessee
Davidson County

Before me, Joe A. Mann, a Notary Public within and for the State and County aforesaid, personally appeared A. L. Jordan with whom I am personally acquainted, and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the Vice President and respectively of the Associates Capital Corporation the within named bargainor, a corporation, and that {he / they} as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said A. L. Jordan as such Vice President and attesting the same by the said as such

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 21st day of February, 19 77

My commission expires 11-25-79

Notary Public

Return To: Associates Capital Corp. Attn: Betty Brandenburg

INSTALLMENT DEED

FROM
Associates Capital Corporation

TO
G. L. Waynick and Allison Waynick

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 9 1 1 4 8

IDENTIF. REFERENCE

FEB 28 10 54 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.