PREPARED BY: Robert P. Zeigler, Attorney, Third National Bank Bldg., Nashville, TN 37219

BOOK 5296 PAGE 327

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
Jo Ann D. Arkovitz and
Husband, Donald Arkovitz
TO
Leaton N. Waynick and wife,
Deborah C. Waynick

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leaton N. Waynick, et ux (NAME)	Leaton N. Waynick, et ux (NAME)	Map No. 91-14
231 Orlando Avenue (STREET ADDRESS OR ROUTE NUMBER)	231 Orlando Avenue (STREET ADDRESS)	Parcel 198
Nashville, TN. 37209 (CITY) (STATE) (P. O. ZIP)	Nashville, TN. 37209 (CITY) (STATE) (ZIP)	08DA

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 9 8 37 AM '78

FELIX Z. WILSON □ REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,950.00 Leaton N. Waynick
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF June, 1978.

Notary Public

MY COMMISSION EXPIRES: 10-18-81

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fourteen Thousand, Nine Hundred Fifty Dollars And No Cents ($14,950.00) DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees to secure their joint promissory installment deed note of even date herewith in the principal sum of Ten Thousand, Nine Hundred and Fifty Dollars ($10,950.00) agree to pay to Jo Ann D. Arkovitz, in 120 monthly installments of $141.93 each, the first installment failling due on July 1, 1978, and thereafter a like installment falls due and is payable on the 1st day of each succeeding month. Payments include principal and interest computed at 9-1/2 per cent per annum. Grantees may pay entire balance due prior to expirate date without incurring any penalty

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,

Therefore, Jo Ann D. Arkovitz and husband, Donald Arkovitz

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

Leaton W. Waynick and wife, Deborah C. Waynick

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

LAND in Davidson County, Tennessee, being part of Lot No. 7 on an unrecorded Plan of resubdivision of a part of Lot No. 20 on the Plan of C. C. Vernon Farm, of record in Book 161, Page 164, Register's Office for said County, and more particularly described according to a survey made by Norris H. Hickerson, Surveyor, on November 4, 1953, as follows:

BEGINNING at an iron pin in the westerly margin of Orlando Avenue, said iron pin being located south 10 deg. east 388' from the southerly margin of Lenox Avenue, said point being the northeast corner of Lot No. 7 on the unrecorded plan of re-subdivision of part of Lot No. 20 Plan of C. C. Vernon Farm, of record in Book 161, Page 164, Register's Office for said County. Running thence with the westerly margin of Orlando Avenue, South 10 deg. East 55' to an iron pin. Said iron pin being located North 10 deg. West 20' from the original corner of said Lot No. 7; running thence South 88 deg. 30' West 149.3 feet to an iron pin, said iron pin being located North 7 deg. 45 minutes West 20' from the southwest corner of said Lot No. 7 running thence North 9 deg. 45 minutes West 42.5' to an iron pin, said iron pin being the northwest corner of said Lot No. 7; running thence North 83 deg. 20 minutes East 147.5 feet to the point of beginning.

BEING the same property conveyed to Jo Ann D. Arkovitz (married but as an individual), by deed from E. L. Keen and wife, Ellen O. Keen, of record in Book 5025, Page 695, Register's Office for Davidson County, Tennessee.

unimproved ( )
is improved (X) property, known as 231 Orlando Avenue, Nashville, Tennessee 37209
(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.

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 Robert P. Zeigler 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 $ 15,000.00 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:

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 8th day of June 1978

Jo Ann D. Arkovitz
Donald Arkovitz

Leaton N. Waynick
Deborah C Waynick

JUN-9 78 CONV 14,950.00
JUN-9 78 MORT'G 10,950.00
JUN-9 78 S'TAX B* 38.74
JUN-9 78 S'TAX B* 8.90
JUN-9 78 PR'FEE B* .50
JUN-9 78 W'DEED B* 4.00 * 52.14

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jo Ann D. Arkovitz, and Husband, Donald Arkovitz

the 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 8th day of June, 19 78.

Commission expires 5-8-79

Notary Public.

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leaton N. Waynick and wife, Deborah C. Waynick

the 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 8th day of June, 19 78

Notary Public

Commission Expires 10/18/81