This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

SHERYL K. SHERMAN, and husband,

MELVIN SHERMAN

TO

G. L. WAYNICK, MARK WAYNICK and DAVID WAYNICK, a Tennessee General Partnership

For draftsman's use

This instrument was prepared by:

RICHARD W. MATTSON
Attorney at Law
LEVINE & BREWER
210 Third Avenue North
Nashville, Tennessee 37201
244-4944

BOOK 6109 PAGE 320

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G. L. WAYNICK, et al (NAME)	Same (NAME)	81-12-195
1004 Carriage Way Ct. (STREET ADDRESS OR ROUTE NUMBER)	1004 Carriage Way Court (STREET ADDRESS)	92-2-438
Hermitage, TN 37076 (CITY) (STATE) (ZIP)	Hermitage, TN 37076 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H64919

IDENTIF. REFERENCE

Aug 4 12 50 PM '83

FELIX Z. WILSON JR.
DAVIDSON COUNTY TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 53,000 D.H. Waynick
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF August, 1983

A. Bryan Bobo
Notary Public

MY COMMISSION EXPIRES: 10-21-84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty three thousand and no/100 ($53,000.00) DOLLARS

of which $ 10,000 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 an Installment Deed note of same date herewith in the principal sum of Forty-Three Thousand and 00/100 ($43,000.00) Dollars, payable to Sheryl K. Sherman, the terms of said note being incorporated by reference with interest from date in the amount of Eleven (11) percent per annum for a term of ten (10) years. Prepayment privilege is granted without penalty. Sheryl K. Sherman shall have the right to declare the entire balance of the loan due or to renegotiate the interest rate in the event the grantees transfer any interest in the property other than that which would create an inferior lien without the written consent of Sheryl K. Sherman.

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 expresaly retained on the land herein conveyed,

Sheryl K. Sherman, and husband, Melvin Sherman

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

G. L. Waynick, Mark Waynick and David Waynick, a Tennessee General Partnership

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

See Exhibit "A" for legal description.

This is unimproved ( ) improved (XX) property, known as 1524, 1526 & 1528 12th Avenue North, Nashville 2417 Albion Street, Nashville, Tennessee

(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 Lawrence E. Levine 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 $ maximum insurable amount 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 19th day of July 1983

Sheryl K. Sherman

Melvin Sherman

G. L. Waynick

Mark Waynick

David Waynick

GENERAL ACKNOWLEDGMENT NO. 201

State of CALIFORNIA
County of LOS ANGELES } SS.

On this the 19th day of JULY 1983, before me,

LANI R. TURNBULL,

the undersigned Notary Public, personally appeared

MELVIN J. SHERMAN & SHERYL K. SHERMAN,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
LANI R TURNBULL
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires MAY 10, 1986

Lani R. Turnbull
Notary's Signature

7110 122 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared G. L. Waynick, Mark Waynick and David Waynick, a Tennessee General Partnership with whom I am personally acquainted, and who, upon oath, acknowledged ~~self~~ ~~as~~ ~~the~~ ~~ex~~ _____, ~~the~~ ~~ex~~ _____, ~~named bargainor, a corporation, and~~ that he as such _____, ~~the~~ ~~ex~~ ~~executed~~ 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 Nashville, Davidson County, Tennessee, this 2nd day of August, 1983

W. Bryan Brooks, Jr., Notary Public.

Commission expires 10-21-84

NOTARY PUBLIC DAVIDSON COUNTY, TN

EXHIBIT "A"

DESCRIPTION: BOOK 6109 PAGE 322

TRACT I:
Land in Davidson County, Tennessee, being the southerly part of Lot No. 137 in McGavock Wetmore & Others Second Addition to Nashville, called the Addition to the Town of McGavock, a plan of which is of record in Book 21, page 41, Register's Office for said County, and a part of the Scott property immediately south of Lot No. 137 and Lot "A" on a plan of part of the said Scott property, as of record in Minute Book "Q" page 60, County Court for said County, described as follows:

Beginning on the easterly margin of 12th Avenue North, formerly Florence Street, at the southwest corner of said lot No. 137 and the point where the north line of said Scott property crosses said Avenue; thence with the line between said Scott property and said Lot 137 easterly about 6 feet to the corner of that part of said Lot 137 conveyed to St. Louis L. Lucas by G.W. Harrison and wife by deed of record in Book 182, page 408, Register's Office for said County; continuing easterly with the northerly line of said part of said lot 148 feet, more or less, to the westerly margin of an alley at a point 45 1/2 feet northerly from the southeast corner of said Lot No. 137; thence with the westerly margin of said alley, 161 1/2 feet to the corner of Lots A and B in the plan of a part of said Scott property; thence westerly with the line between said two lots 154 feet, more or less, to easterly margin of 12th Avenue North; thence with the easterly margin of said Avenue northerly 159 feet to the beginning. Said property is known as 1524-1526-1528 12th Avenue North, and is the same property described by deed of record in Book 881, page 170, Register's Office for said County.

TRACT II:
Land in Davidson County, Tennessee, being Lot No. 180, Block No. 9, Hefferman Place, as of record in Plan Book 161, page 138, Register's Office for said County.

Said Lot No. 180 fronts 50 feet on the south side of Albion Street and runs back between parallel lines, 140 feet to a 15 foot alley, and being the same property described by deed of record in Book 848, page 85, said Register's Office.

Being property conveyed to Sheryl K. Sherman by deed from Jean K. Freedman and Berton M. Kirshner of record in Book 3972, page 68, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR BOOK 6109 PAGE 323

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			53000.00- CO	
			43000.00- MO	
			137.80 CO TX	
			41.30 MO TX	
			.50 PRFEE	
			9.00 MDEED	
			CHECK	130.30-
		7260A08/04/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6 4 9 1 9

IDENTIF. REFERENCE

AUG 4 12 50 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 968845