INSTALLMENT DEED BOOK 6230 PAGE 455

For and in Consideration of the sum of Thirty Thousand and no/100---------- ---------- Dollars,

of which Five Thousand and no/100---------- Dollars,

has been paid in cash by G. L. Waynick, Mark Waynick, and David Waynick, a Tennessee Partnership

the receipt of which is hereby acknowledged, and for the remainder Twenty-five Thousand ---------- Dollars,

the said G.L. Waynick, Mark Waynick, and David Waynick have

executed an installment note, of even date herewith, in the amount of Twenty-five Thousand Dollars, payable in two installments, being Five Thousand Dollars on the 3rd day of August, 1984 plus interest to date which has accumulated on the entire $25,000.00 and the last installment of Twenty Thousand Dollars plus interest which has accumulated on the Twenty Thousand Dollars from August 3, 1984 to February 3, 1985, to be paid on the 3rd day of February, 1985.

all of said notes bearing ten 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, Sam Landau and wife Frieda Landau----------

---

have this day bargained and sold, and do hereby transfer and convey unto the said G. L. Waynick, Mark Waynick, and David Waynick---------- heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

The westerly part of lot no. 288 on the plan of McGavock, Wetmore and Others Second Addition to Nashville, called the Addition to the Town of McGavock, as of record in Book 21, Page 41, Registers Office for said County, Described according to a survey made November 15, 1935, by Erle Drake, County Surveyor, as follows:

Beginning at the southeast corner of Buchanan Street and an alley, being the northwest corner of said lot 288; thence with the easterly margin of said alley southwardly 240 feet to the corner of lots nos. 288 and 287; thence with the line between said two lots, eastwardly 44.5 feet to what was formerlyRoby, Green's southwest corner; thence northwardly, with his westerly line, 218 feet to the southerly margin of Buchanan Street; thence with said Street, westerly 52 feet to the beginning.

Being the same property conveyed to the Grantors by installment deed from Sallie Somerville in Book3614, page 534 of the Register's Office, Davidson County, Tennessee.

02/13 113.50- CHECK 102929

IDENTIF. REFERENCE

FEB 13 1 49 PM '84

REGISTER DAVIDSON COUNTY, TN

RUSH

This is ( ) unimproved (X) improved property, known as 1411 Buchanan Street (House Number) (Street) P. O. Address: Nashville, Tennnessee (City or Town) (Zip Code)

2911

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said G. L. Waynick, Mark Waynick, and David Waynick 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 heirs and representatives, to warrant and forever defend the title to said real estate to said G.L. Waynick, Mark Waynick, and David Waynick, 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 G.L. Waynick, Mark Waynick, and David Waynick

do hereby transfer and convey unto Linda S. Harris, 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 G. L. Waynick, Mark Waynick, and David Waynick 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 $~~25,000.00~~ 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 interst 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 ~~G. L. Waynick, Mark Waynick and David Waynick~~ 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 trust 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 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.

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 ~~G.L. Waynicks, Mark Waynick, and David Waynick~~ 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 Linda S. Harris, 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 G.L. Waynick, Mark Waynick and David Waynick and Sam Landau and Frieda Landau hereunto set our hands at Nashville, Tennessee, this the 3 day of February 19 84

Sam Landau

Frieda Landau

G L Waynick

David Waynick

Mark Waynick

STATE OF TENNESSEE
Davidson County

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named G.L. Waynick, Mark Waynick and David Waynick

the bargainor, 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 February, 19 84

_____, Notary Public.

Commission Expires _____

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named Sam Landau and Frieda Landau

the bargainor, 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 this 3rd day of February, 19 84

Betty G Edmondson, Notary Public

Commission Expires 7/18/87

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 6230 PAGE 458

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared G.L. Waynick, Mark Waynick, and David Waynick, with whom I personally acquainted, and who, upon oath, acknowledged themselves to be the partners of the G.L. Waynick, Mark Waynick and David Waynick, a Tennessee Partnership the within named bargainor, ~~a corporation~~, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~partnership~~ by themselves as partners.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this 3 day of February, 19 84.

Betty G Ellerman
Notary Public

Commission expires 7/18/87

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Sam Landau and Frieda Landau

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

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

Prepared By:
Linda S. Harris, attorney
212 Third Avenue North
nashville, Tenn. 37201

TOBLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G.L. Waynick (NAME)	G.L. Waynick (NAME)	81 - 11
1411 Buchanan St. (STREET ADDRESS OR ROUTE NUMBER)	2700 Couchville Pike (STREET ADDRESS)	354
Nashville Tn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37214 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ ~~30,000.00~~ M S Harris
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3 DAY OF February, 19 84

Betty G Ellerman
Notary Public

MY COMMISSION EXPIRES: 7/18/87

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

RECEIVED OF _____

FOR _____

BOOK 6230 PAGE 459

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 MGRT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			30000.00- CAMT.	
			25000.00- MAMT.	
			78.00 CSTAX	
			23.00 MSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 113.50-	
			2911A02/13/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 0 2 9 2 9

IDENTIF. REFERENCE

FEB 13 1 49 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 13128