INSTALLMENT DEED BOOK 6536 PG 698

For and in Consideration of the sum of Forty Thousand and No/100 ----------
----------($40,000.00)---------- Dollars,
of which Five Thousand and No/100---------($5,000.00)---------- Dollars,
has been paid in cash by G. L. Waynick, Mark Waynick and Aaron Dale Sewell (Grantees)
the receipt of which is hereby acknowledged, and for the remainder Thirty-Five Thousand
and No/100 ---------- ($35,000.00)---------- Dollars,
the said G. L. Waynick, Mark Waynick and Aaron Dale Sewell ve ha

executed their promissory note of even date herewith, payable to the order of the Clifton Corporation in the original amount of $35,000.00 with interest at the rate of twelve percent (12%) per annum payable in equal monthly installments of Five Hundred Two and 14/100 ($502.14) Dollars, the first such payment being due on May 1, 1985 and on the 1st day of each month thereafter until the 60th month, April 1, 1990, when the entire principal balance and any interest thereon shall be due and payable.

all of said notes bearing ~~six~~ twelve 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, The Clifton Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said G. L. Waynick, Mark Waynick and Aaron Dale Sewell (Grantees) their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 2 on the unrecorded Plan of Nashville Realty Company's Subdivision of the south part of Lot 8, Clifton Plan of Lots, according to an unregistered copy of a survey thereof made by W. H. Lyle, Surveyor, in January, 1904.

Said Lot No. 2 fronts 53 feet on the easterly side of 40th Avenue North, formerly Clifton Avenue, and runs back between lines; the south line being parallel to and 60 feet north of Delaware Avenue, 185 feet to an alley in the rear, measuring 50.5 feet thereon.

Being the same property conveyed to Clifton Corporation by deed from A. & C. Homes, Inc. of record in Book 3067, page 617, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to instruments of record and taxes for the year 1985 which are being prorated as of the date hereof, payment of which is expressly assumed by Grantees.

$97.45

IDENTIF. REFERENCE

APR 18 3 40 PM '85

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

This is improved (X) unimproved ( ) property, known as 602 40th Avenue, North Nashville, TN 37203
(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 heirs and assigns forever. It does covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as herein set out. It further covenant and binds itself, its successors and assigns ~~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 it in hand paid, we, the said G. L. Waynick, Marl Waynick and Aaron Dale Sewell do hereby transfer and convey unto Theodore H. Pailet, 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 Aaron Dale Sewell 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 $40,000.00 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 W. L. Waynick, Mark Waynick and Aaron Dale Sewell 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; if 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 Grantors 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 Theodore H. Pailet, 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 Clifton Corporation by its authorized officers and G. L. Waynick, Mark Waynick and Aaron Dale Sewell hereunto set our hands at Nashville, Tennessee, this the 10th day of April 19 85

CLIFTON CORPORATION
BY _____ President
BY _____ Secretary

_____
G. L. Waynick

_____
Mark Waynick

_____
Aaron Dale Sewell

STATE OF TENNESSEE
Davidson County

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

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 10th day of April, 19 85

_____, Notary Public.

Commission Expires 11/21/85

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 6536 PAGE 701

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Edwin B. Raskin and Theodore H. Pailet, with whom I personally acquainted, and who, upon oath, acknowledged them self to be President and Secretary of the CLIFTON CORPORATION, the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by them self as President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 10th day of April, 19 85.

Notary Public.

Commission expires 11/21/87

(over for additional acknowledgements)

INSTALLMENT DEED

FROM Clifton Corporation

TO G. L. Waynick, Mark Waynick and Aaron Dale Sewell

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G. L. Waynick, et al	(same)	91-12
(NAME)	(NAME)	
122 Riner Court		260
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, TN 37138		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, TN 37212

Mail

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 40,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF April, 19 85.

Notary Public

MY COMMISSION EXPIRES: 11/21/87

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6536 PAGE 702

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 MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

40000.00- CAMT.
35000.00- MAMT.
104.00 CSTAX:
33.00 MSTAX:
.50 PRFEE
12.00 WDECD
CHECK 149.50-
9418A04/18/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.D. 7.7.4.5.

IDENTIF. REFERENCE

APR 18 3 40 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 126321