BOOK 6951 PAGE 202

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Samuel L. Peters, Trustee (NAME)	same (NAME)	11W-8200 92-11-369 11W-7610
c/o Miami Systems Corp. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-7-286
10150 Alliance Road Blue Ash, Ohio 45242 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Five Hundred Twenty-five Thousand & 00/100----- (525,000.00) ---------- DOLLARS of which $52,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed two promissory notes of even date herewith, each in the amount of $236,250.00 payable in 119 monthly installments of $2,539.70 each, including principal and interest at the rate of 10 per cent per annum, with the 120th, and final, monthly payment being for the entire unpaid balance, principal and interest; with the first of said monthly payments due on September 1, 1986, and on the like day of each succeeding 119 months until both of said notes are paid in full;

3 2 3 3 7

IDENTIFICATION REFERENCE

Aug 15 2 48 PM '86

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TN

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. We, ALFRED ALLEY GORIN and wife, SAMMIE O. GORIN and HAROLD C. LeWITT and wife, DOROTHY B. LeWITT,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto SAMUEL L. PETERS, TRUSTEE, with full power to convey, encumber and otherwise transfer, without the joinder of any other person,

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

Two tracts of land in Davidson County, Tennessee, as set out on ADDENDUM "A" attached hereto.

Taxes for 1986 to be pro rated and assumed by Grantee.

This is improved [X] unimproved [ ] property known as Clifton Lane, 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 O. B. Hofstetter, Jr., 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 $ insurable/value 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:

JED/SLP

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 as of this the 1st day of August 19 86

Alfred Alley Gorin

Sammie O. Gorin

SAMUEL L. PETERS, Trustee

Harold C. LeWitt

Dorothy B. LeWitt

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $525,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of August 19 86

My commission expires 17 May, 1987 (Affix Seal)

Notary Public

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 Alfred Alley Gorin, et ux, Sammie O. Gorin, and Harold C. Lewitt, et ux, Dorothy B. LeWitt, 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 1st day of August 19 86

Commission Expires 9-9-89

Notary Public.

STATE OF OHIO)
COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named SAMUEL L. PETERS, TRUSTEE, with full power to convey, encumber and otherwise transfer, without the joinder of any other person, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ~~Nashville, Tennessee,~~ Cincinnati, Ohio this 5th day of August, 1986.

Notary Public

JAMES H. BURKE, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O. R. C.

My commission ~~expires:~~ does not expire

This instrument was prepared by:

HOFSTETTER & HOFSTETTER, ATTORNEYS — Suite 500, 230 Fourth Avenue North, Nashville, TN 37219

Name — Address

INSTALLMENT DEED

FROM

ALFRED ALLEY GORIN, ET UX, ET AL

To

SAMUEL L. PETERS, TRUSTEE

File No.

Published by

Pioneer National Title Insurance Company
A Ticor Corporation
344 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2290

FORM NO 1005—HESSEY 8-1-75

ADDENDUM "A"

Being two tracts of land located in Davidson County, Tennessee, described as follows:

Tract I:
Being part of Lot Nos. 22, 24, 25, 26, 27 and 28 on the Joseph W. Bell Plan, of record in Book 21, Page 13, Register's Office for said County, and part of "closed" Pearl Street, declared closed, vacated and abandoned in Metropolitan County Council Bill No. 79-1252 and shown as an alley 19-1/2 feet wide on the Joseph W. Bell Plan of record in Book 21, Page 13, Register's Office for Davidson County, Tennessee, and part of "closed" 24th Avenue, North, declared closed, vacated and abandoned in Metropolitan County Council Bill No. 70-1313, and described according to a property survey by John Kohl and Company, P.C., dated November 4, 1983, and revised November 10, 1983, as follows:

BEGINNING at an iron pin in the southern margin of Merry Street, said point being at the southeast intersection of Merry Street and "closed" 24th Avenue, North, said point also being the northwest corner of Lot No.28, on the Joseph W. Bell Plan, of record in Book 21, Page 13, Register's Office for said County; thence with the southerly margin of Merry Street, S 88 degrees 04 minutes 41 seconds E, 389.82 feet to an iron pin set in the northwesterly margin of the Illinois Central Railroad property; thence along the margin of said Railroad property, S 51 degrees 41 minutes 39 seconds W, 471.09 feet to a fence post; thence N 70 degreees 18 minutes 57 seconds W, 47.70 feet to a fence post; thence N 10 degrees 55 minutes 54 seconds E, 97.73 feet to a fence post in the eastern margin of "closed" 24th Avenue, North; thence along the eastern margin of "closed" 24th Avenue, North, N 1 degree 55 minutes 19 seconds E, 193.17 feet to the point of beginning.

TRACT II:
An easement for ingress and egress to Tract I for all purposes, on and over a tract of land being part of Lot Nos. 27 and 29 on the Joseph W. Bell Plan of record in Book 21, Page 13, Register's Office for Davidson County, Tennessee, and part of "closed" 24th Avenue, North, declared closed, vacated, and abandoned in Metropolitan County Council Bill No. 70-1313, and being more particularly described according to a property survey by John Kohl and Company, P.C., dated November 4, 1983, and revised November 10, 1983, as follows:

BEGINNING at a point in the northerly margin of Clifton Avenue, at the northwest intersection of the Illinois Central Railroad property and Clifton Avenue; thence with the northerly margin of Clifton Avenue, N 88 degrees 04 minutes 41 seconds W, 30.51 feet to a point; thence N 45 degrees 17 minutes 02 seconds E, 125.74 feet to a point; thence N 39 degrees 26 minutes 12 seconds E, 31.60 feet to a fence post, said point being the southwest corner of the above described Tract I; thence with the southern boundary of said Tract I, S 70 degrees 18 minutes 57 seconds E, 47.70 feet to a fence post in the northwest margin of the Illinois Central Railroad property; thence with the northwest margin of the Illinois Central Railroad property, S 51 degrees 41 minutes 38 seconds W, 157.82 feet to the point of beginning.

Being the same property conveyed to Alfred Alley Gorin and wife, Sammie O. Gorin, and Harold C. LeWitt and wife, Dorothy B. LeWitt, by Trustee's Deed of record in Book 6543, page 824, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 6951 PAGE 205

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
			525[illegible].00- RMT.	
			472[illegible].00- MRT.	
			147[illegible].00 CSTAX	
			47[illegible].50 MSTAX	
			.50 [illegible]	
			9.00 [illegible]	
			[illegible] 1350.00-	
08/15/86	BNL		.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3233737

IDENTIFICATION REFERENCE

Aug 15 2 48 PM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 283967