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File Box #4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Raymond Leon Simon and wife,

Marilyn G. Simon

TO

Alvin D. Garfinkel and wife,

Rita Z. Garfinkel

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alvin D. Garfinkel (NAME)	"Owner" (NAME)	81-11-278
6622 Ellwood Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	2W-30655
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

9208.6. IDENTIFICATION REFERENCE Dec 21 11 03 AM '87 DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 61,000.00 Rita Z. Garfinkel Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF December, 1987.

Notary Public

MY COMMISSION EXPIRES: 11/10/91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-ONE THOUSAND and 00/00 ($61,000.00) DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees executed a Promissory Note of even date herewith in the original principal sum of $51,000.00 payable in monthly installments of $548.06 each including principal and interest at the rate of 10% per annum beginning January 18, 1988 with a like sum being due and payable each consecutive month for 95 months with a Balloon payment being due and payable on or before January 18, 1996. Reference is made to said Note for complete terms and conditions) ~~and~~ mos R.Z.G.

Continued on back.

Maximum Principal Indebtedness For Tennessee Recording Tax Purposes Is: $51,000.00.

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, Raymond Leon Simon and wife, Marilyn G. Simon

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Alvin D. Garfinkel and wife, Rita Z. Garfinkel

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

Land in Davidson County, Tennessee, being the northern half of Lot No. 374 in the D. T. McGavock and Wetmore Second Addition of record in Plat Book 21, Page 41, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Said northern half of Lot No. 374 fronts 50 feet on the east side of 17th Avenue North and extends back easterly between parallel lines, 170 feet to an alley.

BEING the same property conveyed to Raymond Leon Simon and wife, Marilyn G. Simon, by Deed from John Hill and wife, Carrie Hill, of record in Book 4156, Page 506, Register's Office for Davidson County, Tennessee.

This conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been paid by the Grantors herein.

1741 12/21/87 0101 03 CHECK 226.50

This is unimproved ( ) improved (X) property, known as 1614 - 17th Avenue North, Nashville, Tennessee 37208
(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 grantors herein do hereby transfer and convey unto Peter Weiss, 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 grantors 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 $ 51,000.00 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 a short time, 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 advising 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 by the protection of said property, as herein authorized.
4th - The residue, if any, will be paid to the grantors 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 18th day of December, 87

Alvin D. Garfinkel — Raymond Leon Simon

Rita Z. Garfinkel — Marilyn G. Simon

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Peter Weiss, a Notary Public in and for said County and State, the within named Alvin D. Garfinkel and wife, Rita Z. Garfinkel and Raymond Leon Simon and wife, Marilyn G. Simon the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 18th day of December, 1987

Peter Weiss
Notary Public

Commission expires 11/10/91

Continued from front.

Privilege is reserved of paying any number of said monthly payments or this Note may be paid in full on any paying date. Any monthly installment received by sellers more than ten (10) days after the date on which it is due shall be subject to a five (5) percent late charge. Any payment received by sellers more than thirty (30) days after the date on which it is due, may at the option of the sellers be returned to buyer and the entire outstanding principal and accrued interest shall become immediately due and payable.

The entire outstanding principal balance and accrued interest shall become immediately due and payable if buyer sells or transfers the subject property without sellers prior written consent; however, subject to verification of purchasers' satisfactory financial condition said consent shall not be unreasonably withheld.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 61000.00
				MAMT 51000.00
				CON TX 170.80
				MOR TX 49.00
				PRFEE 0.50
				MDEED 6.00
				TOTAL 226.30
				CHECK 226.30
12/21/87	01			11:05 0001 1741

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 2 0 8 6

IDENTIFICATION REFERENCE

DEC 21 11 03 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 46879