This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

FILE IN BOX #4
Form No. WD-4

FROM SHIRLEY Z. LUBETKIN, EXECUTRIX for the Estate of FANNIE L. (ZEMAN) ZEITLIN, deceased

TO

ALVIN D. GARFINKEL and wife, RITA Z. GARFINKEL

For draftsman's use #87-12-14

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

2438 12/23 0101 03CHECK 242.00

BOOK 7432 PAGE 615

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: MORTGAGEE: NONE	MAP-PARCEL NUMBERS
ALVIN D. GARFINKEL, ETUX (NAME)	"OWNERS" (NAME)	MAP 92-9
6622 Ellwood Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCELS 354 & 353
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB#: 11W-67340 11W-67350

(FOR REGISTER'S USE)

9267.3

IDENTIFICATION REFERENCE

DEC 23 8 28 AM '87

REGISTER OF DEEDS
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$62,500.00 Rita Z. Garfinkel
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17TH DAY OF DECEMBER, 19 87

Notary Public

MY COMMISSION EXPIRES: November 10, 1991

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-TWO THOUSAND FIVE HUNDRED and 00/100 ($62,500.00) DOLLARS

of which $ - 0 - 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 their joint Promissory Note of even date herewith in the original principal sum of $62,500.00 and payable in monthly installments of $826.25 each, including principal and interest at the rate of Ten percent (10%) per annum, beginning January 17, 1988, balance due on or before December 17, 1997. The outstanding balance on this Note may be called due and payable at the sole option of the Holder at any time on or after three (3) years from even date herewith. (Reference is made to said Note for complete terms and conditions.)

"Maximum principal indebtedness for Tennessee recording tax purposes is $62,500.00."

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,

I, SHIRLEY Z. LUBETKIN, Executrix for the Will of FANNIE L. (ZEMAN) ZEITLIN, deceased,

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, an one-half (1/2) undivided interest,

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

LAND in Davidson County, Tennessee, being Lot No. 37 on the Plan of the Subdivision of part of the Willcox 25 acre tract of land in the old 13th Civil District of said County, of record in Book 161, Page 159, and revised in Book 421, Page 42, Register's Office for said County.

BEING the same property conveyed to Alvin D. Garfinkel and wife, Rita Z. Garfinkel, by Deed from Herman O. Loewenstein, Trustee, of record in Book 5805, Page 689, said Register's Office; and an undivided one-half (1/2) interest being conveyed to Fannie L. Zeitlin, by Quitclaim Deed from Alvin D. Garfinkel and wife, Rita Z. Garfinkel, of record in Book 5968, Page 441, Register's Office for Davidson County, Tennessee. The said Fannie L. Zeitlin having since died, and her Will having been probated in Will Book 154, Page 575, Probate Clerk's Office for Davidson County, Tennessee.
LAND in Davidson County, Tennessee, being Lot No. 36 on the Plan of the Resubdivision of the Willcox Property, as of record in Book 421, Page 42, Register's Office for said County.

BEING the same property conveyed to Rita Z. Garfinkel and Fannie L. Zeitlin, by Deed from Deed from Alvin L. Dorris, unmarried, of record in Book 5861, Page 322, Register's Office for Davidson County, Tennessee. The said Fannie L. Zeitlin having since died.

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

RITA Z. Garfinkel, Shirley Z. Lubetkin, and Steven C. Zeitlin hereby join in the execution of this instrument in order to convey any and all interest they may have in the subject property to the Grantees herein.

THE subject premises is not the principal place of residence of any of the parties herein.

(Continued on back)

This is (unimproved) (improved (XX)) property, known as 3318-3320 Charlotte Avenue, Nashville, Tennessee 37209
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

AS part of the above consideration, the Grantors herein hereby assign all of their right, title and interest in and to the Water Bond and security deposits to the Grantees.

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 J.J. FOLEY, 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 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 $ insur.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 those things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, 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 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 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.

Wherever 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 17th day of December, 19 87.

Shirley Z. Lubetkin Executrix
SHIRLEY Z. LUBETKIN, EXECUTRIX

Shirley Z. Lubetkin
SHIRLEY Z. LUBETKIN

Alvin D. Garfinkel
ALVIN D. GARFINKEL

Rita Z. Garfinkel
RITA Z. GARFINKEL

Rita Z. Garfinkel
RITA Z. GARFINKEL

Steven C. Zeitlin
STEVEN C. ZEITLIN

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 SHIRLEY Z. LUBETKIN, EXECUTRIX for the Will of FANNIE L. (ZEMAN) ZEITLIN, deceased, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 17th day of December, 19 87.

Peter Weiss
Notary Public

PETER WEISS NOTARY PUBLIC STATE AT LARGE TENNESSEE

Commission expires November 10, 1991

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 SHIRLEY Z. LUBETKIN, RITA Z. GARFINKEL and STEVEN C. ZEITLIN, individually and as beneficiaries, and ALVIN D. GARFINKEL and wife, RITA Z. GARFINKEL, 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.

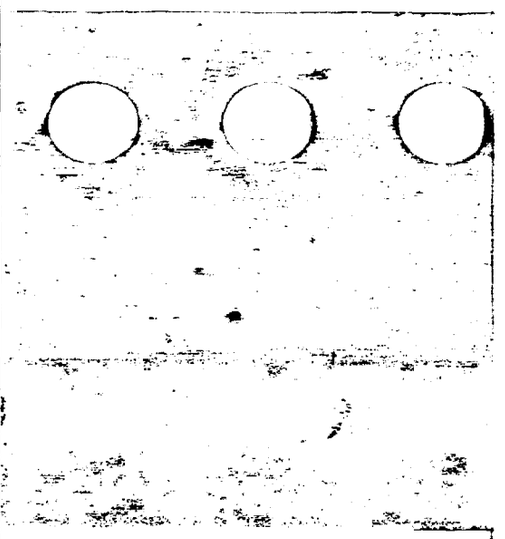
Witness my hand and official seal at Nashville Tennessee, this 17th day of December, 19 87.

Peter Weiss
Notary Public

PETER WEISS NOTARY PUBLIC STATE AT LARGE TENNESSEE

Commission expires November 10, 1991





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7432 PAGE 617

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	62500.00
MAMT	62500.00
CTAX	175.00
MOR TX	60.50
PRFEE	0.50
WDEED	6.00
TOTAL	242.00
CHECK	242.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/23/87 01 08:30 0001 2438

DEC 23 8 28 AM '87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

9 2 6 7 3

No. 47553