BOOK 817 PAGE 486

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

FILE IN BOX #4
#89-4-2
Form No. WD-4

FROM

IRVIN LIMOR and wife,
ELIZABETH LIMOR

TO

VICTOR LIMOR and wife,
SUSAN R. LIMOR

For draftsman's use
THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY
Suite 500, One Church Street Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: MORTGAGEE: NONE	MAP-PARCEL NUMBERS
VICTOR LIMOR (NAME)	"New Owners" (NAME)	MAP 92-4
832 Highland Crest Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCELS 284,
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	285 and 287

(FOR REGISTER'S USE)

25054

APR 14 1 43 PM '89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 72,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF APRIL, 1989.

Notary Public

MY COMMISSION EXPIRES: November 10, 1991

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVENTY-TWO THOUSAND AND 00/100---------- ----------($72,000.00)---------- 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 a Promissory Note of even date herewith payable to the order of IRVIN LIMOR and wife, ELIZABETH LIMOR, in the original principal sum of $72,000.00 and payable in 48 monthly installments of $1,500.00 each, including principal and interest at the rate of 8% per annum, beginning May 1, 1989, and a like sum monthly thereafter with the final payment being due and payable on April 1, 1993, if not sooner paid. (Reference is made to said Note for complete terms and conditions.)

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $72,000.00."

THIS INSTRUMENT HAS BEEN PREPARED FROM INFORMATION PROVIDED BY THE PARTIES TO THE TRANSACTION.

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, IRVIN LIMOR and wife, ELIZABETH LIMOR,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto VICTOR LIMOR and wife, SUSAN R. LIMOR,

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

TRACT NO. I :

LAND in Davidson County, Tennessee, being part of Lots Nos. 24 and 25 on the Plan of Holt's Addition to Nashville (C. M. Holt's Subdivision), as of record in Book 21, Page 33, Register's Office for said County.

SAID part of said Lots fronts 68 feet on the West side of Warren Street, formerly Holt Street, and extends back between parallel lines with the southerly margin of an alley 60 feet to a dead line.

BEING the same property conveyed to Irvin Limor, by Deed from Marinola Massey, a widow, of record in Book 6293, Page 81, Register's Office for Davidson County, Tennessee.

ELIZABETH Limor, wife of the above named Irvin Limor, joins in this conveyance for the purpose of releasing any and all rights she may in and to the above described property, especially her marital rights.

THIS is improved property, known as 905 Warren Street, Nashville, Tennessee 37208 (MAP 92-4, PARCEL 287).

(Continued on Exhibit "A")

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 unincumbered.

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 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 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 $ 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 these things, and charge and treat the sum of 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, 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 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 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.

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 12th day of April, 19 89

IRVIN LIMOR

VICTOR LIMOR

ELIZABETH LIMOR

SUSAN R. LIMOR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named IRVIN LIMOR and wife, ELIZABETH LIMOR, and VICTOR LIMOR and wife, SUSAN R. LIMOR, 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 12th day of April, 1989.

Notary Public

Commission expires: November 10, 1991

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

Notary Public

Commission expires _____

LEGAL DESCRIPTION - Continued

TRACT NO. II :
LAND in Davidson County, Tennessee, being part of Lots Nos. 25 and 26 on the Plan of C. M. Holt's Plan of Lots (C. M. Holt's Subdivision), as of record in Book 21, Page 33, Register's Office for said County.

SAID parts of said Lots and said improvements have been surveyed by Hal R. Swann, Jr., Surveyor, and the same are herewith fully described according to his survey made March 2, 1966, as follows: Beginning at a point marked with an iron rod in the northerly margin of Herman (formerly Hamilton) Street, at the westerly edge or margin of an iron wire fence, which point is 156.4 feet westerly from a point in the center line of Warren Street (formerly Holt Street) and the northerly margin of said Herman Street (as shown on said Holt's Plan), said beginning point being the beginning point of the tract of land herein conveyed; thence, running in a northerly direction, along the westerly edge or margin of said iron fence 138 feet to an iron rod at a point in the southerly margin of a 20 foot alley; thence, easterly and along the southerly margin of said alley 78 feet to an iron rod at a point which is 80.7 feet westerly from the center line of said Warren Street and the southerly margin of said alley, same being the northeasterly corner of the tract of land herein conveyed; thence, at right angles, southerly along a line parallel to and 78 feet easterly from the westerly line or margin of said iron wire fence above described and intercepting a wooden fence at or near the Southeast corner of a building erected on said land herein described and following on southerly along said fence a total distance in all of 138 feet to an iron rod at a point in said fence or fence line in the northerly margin of said Herman Street which point is 78 feet East, along the northerly margin of said Herman Street, from the point of beginning; thence, westerly along the northerly margin of said Herman Street 78 feet to the point of beginning. There is located on said property a building having a width of 70 feet and running back to and past the southerly margin of said alley a distance of 119.8 feet from the front of same which said building extends on over into the alley a distance of approximately 1-1/2 to 2 feet. Said building is located within the boundary lines of said parcel of land herein described, except for the portion extending over into the said alley. All of said building is conveyed to Grantees along with the said parcel of land as well as the said fences and all improvements within the boundaries of said parcel of land.

The general warranty herein contained as to the title to said parcel of land and to said building and improvements is limited to and warrants said title to that portion of Lot No. 26 embraced within the boundaries of said parcel of land described herein and as to said portion of Lot No. 25 only as to the portion of said Lot which is actually covered or occupied by said building and extending to and actually lying within and covered by the easterly edge of the East foundation wall, the East building wall, and East roof extention or overhang on the East side or wall of said building and to such part of said Lot as is embraced or included in the said description of the land described herein within the area West of the said East boundary line as lies to the West of the East lot line where the same runs along and follows the wooden fence heretofore described running from the southeasterly corner of the said building to the iron rod at the point in the said wood fence at the margin of said Herman Street which is the Southeast corner of the parcel of land herein conveyed and above described. The warranty of title as to the building does not apply to that portion of the land in the alley over which said building extends and rests. However, the portion of the building extending over the South line of the alley is conveyed herein and herewith along with the property and building lying within the boundaries of said land as described in the foregoing description of the same.

BEING the same property conveyed to Irvin Lipszyc and wife, Elizabeth Lipszyc, by Deed from Third National Bank in Nashville, Trustee, of record in Book 4000, Page 966, Register's Office for Davidson County, Tennessee.

IRVIN Lipszyc and Irvin Limor are one and the same person and Elizabeth Lipszyc and Elizabeth Limor are one and the same person.

(Continued)

LEGAL DESCRIPTION - Continued

TRACT NO. III :
BEING the southerly 70 feet of Lot No. 24 and the easterly 10 feet of the southern 70 feet of Lot No. 25 in Holt's Addition to Nashville (C. M. Holt's Subdivision), as of record in Book 21, Page 33, Register's Office for said County.

SAID parts of Lots Nos. 24 and 25 begin at the Northwest corner of Hamilton and Holt Streets and extend northwardly with the West line of Holt Street 70 feet to a point; thence, westerly with a line parallel to Hamilton Street 60 feet to a point; thence, southwardly parallel with Holt Street, 70 feet to a point in the North line of Hamilton Street; thence, eastwardly with the northerly line of Hamilton Street 60 feet to a point of beginning.

BEING the same property conveyed to Irvin Limor and wife, Elizabeth Limor, by Deed from Allen Armour and Lillie S. Armour McCarter, the only heirs-at-law of Ida Hermon, deceased, of record in Book 4184, Page 610, Register's Office for Davidson County, Tennessee.

THIS is improved property, known as 1026 Herman Street, Nashville, Tennessee 37208 (TRACTS NOS. II AND III - MAP 92-4, PARCEL 285).

TRACT NO. IV :
BEING Lot No. 27 on the Plan of C. M. Holt's Subdivision, as of record in Book 21, Page 33, Register's Office for said County.

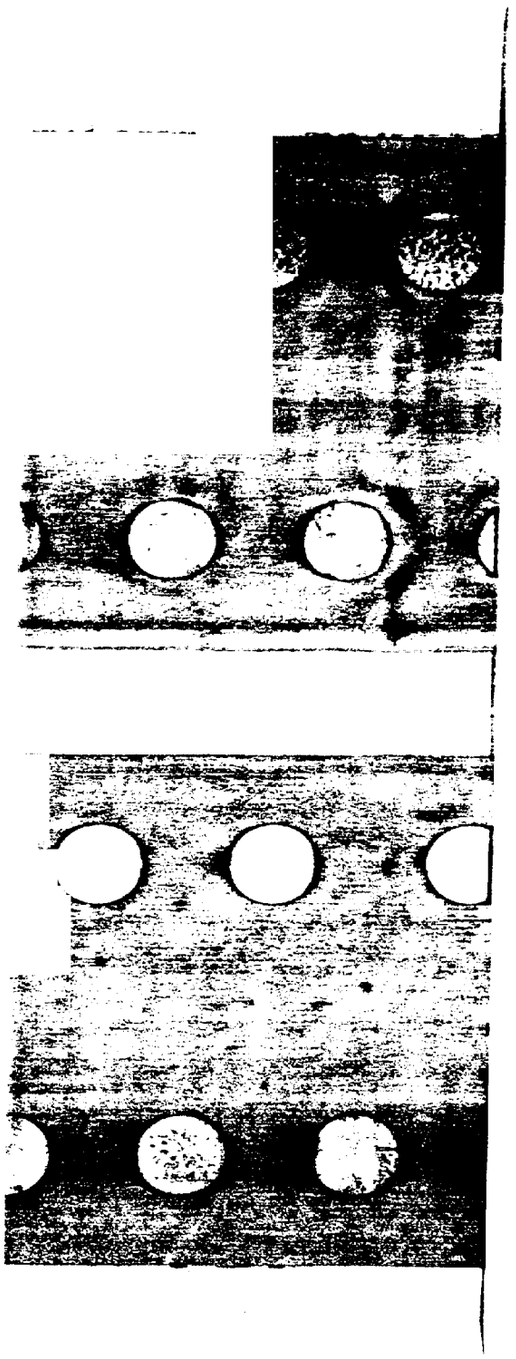
SAID Lot No. 27 fronts 50 feet on the northerly side of Hamilton Street and runs back, between parallel lines, 138 feet to an alley.

BEING the same property conveyed to Irvin Limor, by Deed from W. L. Hicks and wife, Bernice C. Hicks, of record in Book 4313, Page 745, Register's Office for Davidson County, Tennessee.

ELIZABETH Limor, wife of the above named Irvin Limor, joins in this conveyance for the purpose of releasing any and all rights she may in and to the above described property, especially her marital rights.

THIS is improved property, known as 1028-1030 Herman Street, Nashville, Tennessee 37208 (MAP 92-4, PARCEL 284).

5923 04/14 0101 03CHECK 330.60



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

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 72000.00
MAMT 72000.00
CON TX 237.60
PRFEE 80.50
ERR CO
PRFEE 80.50-
MOR TX 80.50
PRFEE 0.50
WDEED 12.00
TOTAL 330.60
CHECK 330.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/14/89 01 13:43 0001 5923

25054

IDENTIFICATION REFERENCE

APR 14 1 43 PM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 200306