BOOK 7995 PAGE 244

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM Co-Trustee of Residuary Trust under Will of Beatrice E. Shavin

TO Lillian L. Gilbert

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:
Stephen C. Small, Esq. Mail
Wyatt, Tarrant, Combs, Gilbert & Milom
13th Fl., Third Ntl. Bank Bldg.
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lillian L. Gilbert (NAME)	Same (NAME)	103-16
4215 Harding Rd., #612 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	par 71
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

85823

IDENTIF. TREFERENCE

Nov 30 1 43 PM '89

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000 Lillian L Gilbert
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF November 1989.

Stephen C Small
Notary Public

MY COMMISSION EXPIRES: March 27 1993

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND and NO/100 DOLLARS

of which $ 15,000 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 that one contain promissory note in the original principal amount of $85,000 in favor of the grantors, as hereinafte defined.

The maximum principal indebtedness for Tennessee recording tax purposes is $850000.00

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,

Judy Shavin, Gloria Sacks and J. Kenneth Jacobs, Co-Trustees of the Trust under the Will of Beatrice E. Shavin

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Lillian Gilbert a/k/a Mrs. Morris Gilbert

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

Unit schedule set forth on the Plat of Windsor Tower, a condominium, of record in Book 5200, page 71, Register's Office for Davidson County, Tennessee, together with an undivided .707% interest in common elements of 4215 Harding Road Homeowners' Association, as described in Book 5313, page 338, et seq., said Register's Office.

The above described property was conveyed to Beatrice E. Shavin by deed from Jimmy R. Key and wife, Edna B. Connor Key of record in Book 6454, page 282, Register's Office for Davidson County, Tennessee.

The said Beatrice E. Shavin having since died. Will probated in Will Book 157, page 179 in the Probate Court Clerk's Office in Davidson County, Tennessee

This is unimproved ( ) improved (X) property, known as Unit No. 612 (House Number) Windsor Towers (Street) 4215 Harding Rd. (P. O. Address:) Nashville, (City or Town) TN 37205 (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 represenatives, 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 Harris A. Gilbert 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 $ 85,000 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, 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 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 the event of the sale of the property described on the first page hereof

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 30th day of November, 1989

Lillian L Gilbert — Judith Elinor Shavin

Victoria E. Sacks

Kenneth Neil Wolf

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Stephen C Small, a Notary Public in and for said County and State, the within named Lillian L. Gilbert

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 30th day of November, 1989.

Stephen C Small Notary Public

Commission expires March 27, 1993

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 _____

~~This loan evidenced by promissory note is outstanding, the holder of said note shall have the option to call said loan for immediate payment~~

STATE OF Washington)
COUNTY OF D.C.)

Before me, SYED A. AHMED, a Notary Public of said County and State, personally appeared JUDITH ELINOR SHAWN with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Co-Trustee under the Will of Beatrice E. Shawn, deceased, and that as such Co-Trustee, executed the foregoing instrument for the purposes therein contained by signing her name as such Co-Trustee.

WITNESS my hand and seal at office in Washington D.C. DC, this 10 day of ~~October~~ November 1989.

SYED A. AHMED NOTARY PUBLIC DISTRICT OF COLUMBIA

Notary Public

My Commission Expires:

My Commission Expires September 14, 1994

STATE OF Florida)
COUNTY OF Dade)

Before me, Raymond Wilensky, a Notary Public of said County and State, personally appeared Flora E. Lack, with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Co-Trustee under the Will of Beatrice E Shawn deceased, and that as such Co-Trustee, executed the foregoing instrument for the purposes therein contained by signing her name as such Co-Trustee.

WITNESS my hand and seal at office in North Miami Beach Florida, this 16 day of ~~October~~ November 1989.

Notary Public

My Commission Expires:

NOTARY PUBLIC. STATE OF FLORIDA.
MY COMMISSION EXPIRES MAR. 10. 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Tenn.
COUNTY OF Davidson

Before me, Brenda D. Jolley, a Notary Public of said County and State, personally appeared J. Kenneth Jacobs with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he self to be a Co-Trustee under the Will of Beatrice E Straus deceased, and that as such Co-Trustee, executed the foregoing instrument for the purposes therein contained by signing he name as such Co-Trustee.

WITNESS my hand and seal at office in Nashville Tenn, this 27th day of November, 1989.

Brenda D. Jolley
Notary Public

BRENDA D. JOLLEY NOTARY PUBLIC DAVIDSON COUNTY TN

My Commission Expires:
9-11-1990

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