FILE IN BOX #4

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
ETHEL M. GERINGER

TO
HORACE MOSKOVITZ

For draftsman's use #89-11-8
THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY
Suite 500, One Church Street Bldg.
Nashville, Tennessee 37201

BOOK 8001 PAGE 12

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: MORTGAGEE: NONE	MAP-PARCEL NUMBERS
Mr. Horace Moskovitz (NAME)	"OWNER" (NAME)	FOLLOWING LEGAL DESCRIPTIONS FOR EACH TRACT
2602 Lebanon Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

8 7 9 1

IDENTIF. TREFERENCE

DEC 7 12 53 PM '89

FELIX A. ELLIS, REGISTER
DAVIDSON COUNTY TN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$80,125.00 Ethel M. Geringer
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6TH DAY OF DECEMBER, 19 89

Peter Weiss
Notary Public

MY COMMISSION EXPIRES: November 10, 1991
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of EIGHTY THOUSAND ONE HUNDRED TWENTY-FIVE and 00/100 ($80,125.00) DOLLARS

of which $ 25,166.67 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:

1. Transferred his one-fourth (¼) undivided interest in and to a certain tract or parcel of land located at 918 Fourth Avenue South, Nashville, Tennessee, to the Grantor, said transfer being made simultaneously herewith and is intended to constitute a "like kind" exchange as allowed under the provisions of the Internal Revenue Code; and,
2. Executed his Promissory Note of even date herewith in the original principal sum of $50,333.33 and payable in two (2) equal yearly installments of $16,777.77 plus accrued interest and a final installment of $16,777.77 plus accrued interest. Said Note to bear interest at the rate of 9½% per annum. Said installments to begin December 6, 1990, and the balance due December 6, 1992, if not sooner paid. (Reference is made to said Note for complete terms and conditions.)

H.M. H.M.

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $50,333.33."

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, ETHEL M. GERINGER

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

HORACE MOSKOVITZ, herein called the "Grantee", his heirs and assigns, my one-fourth (¼) undivided interest in and to certain real property located in Nashville, Davidson County, Tennessee, and described as follows:

TRACT NO. I:
BEING part of Lot No. 1 on the Plan of Crump Heights, as of record in Book 1424, Page 144, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING at a point in the northerly margin of Lebanon Pike at a point 108.5 feet, more or less, West of the Southwest corner of the Henry Conatser property; thence, with the margin of said Pike, westwardly 20 feet to an iron pin which is 103.2 feet East of a concrete monument set at the beginning of a curve into Park Drive; thence, northwardly 278.8 feet to an iron pin in the South line of Lot No. 3, which pin is 125 feet East of Park Drive; thence, eastwardly 20 feet; thence, southwardly 278 feet, more or less, to the beginning.

BEING the same property conveyed to Horace Moskovitz and Perry W. Moskovitz, Trustees of the Marie G. Moskovitz Trust, with full power to transfer and convey without the joinder of any beneficiary, by Deed from Marie G. Moskovitz, of record in Book 3612, Page 285, Register's Office for Davidson County, Tennessee.

(CONTINUED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

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 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 $ ins.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 herein, 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 be come 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.

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 6th day of December, 19 89.

Ethel M. Geringer
ETHEL M. GERINGER

Horace Moskovitz
HORACE MOSKOVITZ

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 8001 PAGE 13

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ETHEL M. GERINGER

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 6th day of December, 1989.

Peter Weiss
Notary Public
At Large

Commission expires: November 10, 1991

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ther undersigned, a Notary Public in and for said County and State, the within named HORACE MOSKOVITZ

the bargainors, 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, this 6th day of December, 1989.

Peter Weiss
Notary Public
At Large

Commission expires: November 10, 1991

EXHIBIT "A"

(CONTINUATION OF LEGAL DESCRIPTION - INSTALLMENT DEED FROM ETHEL M. GERINGER TO HORACE MOSKOVITZ)

By instrument styled Agreement to Terminate Trust, of record in Book 4333, Page 651, Register's Office for Davidson County, Tennessee, all beneficiaries of said Trust joined in and elected to terminate the Marie G. Moskovitz Trust, vesting title in the Grantors herein equally.

THIS being ___improved property known as 2602 LEBANON ROAD, NASHVILLE, TENNESSEE 37214 [MAP 95-4, PARCEL 15.01, FIELD BOOK NO. 3DZ-56045].

TRACT NO. II:
BEING part of Lot No. 1 on the Plan of Crump Heights, as of record in Book 1424, Page 144, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING at a point in the northerly margin of Lebanon Pike, at the Southwest corner of the Henry Conatser Property; thence, with the margin of said Pike, westwardly 63.5 feet to a point 45 feet East of the Southeast corner of the property conveyed to Horace Moskovitz et al, Trustees, by Deed from Marie G. Moskovitz, of record in Book 3612, Page 285, said Register's Office; thence, northwardly parallel to and 45 feet East of said Trustee's easterly line, 278 feet, more or less, to the southerly line of Lot No. 4; thence, with the southerly line of Lot No. 4 and 5, eastwardly 54.8 feet to Conatser Northwest corner; thence, with his West line, South 4 degrees 36' East, 277.7 feet to the point of beginning.

BEING the same property conveyed to Horace Moskovitz and Perry W. Moskovitz, Co-Trustees for the use and benefit of the Marie G. Moskovitz Trust, by Deed from Marie G. Moskovitz, a widow, of record in Book 3909, Page 439, Register's Office for Davidson County, Tennessee. By instrument styled Agreement to Terminate Trust, of record in Book 4333, Page 651, Register's Office for Davidson County, Tennessee, all beneficiaries of said Trust joined in and elected to terminate the Marie G. Moskovitz Trust, vesting title in the Grantors herein equally.

THIS being ___improved property known as 2604 LEBANON ROAD, NASHVILLE, TENNESSEE 37214 [MAP 95-4, PARCEL 236, FIELD BOOK NO. 3DZ-56042].

TRACT NO. III:
BEING Lot No. 17 on the Plan of Hermitage Addition, Block "B", of record in Book 57, Page 43, Register's Office for Davidson County, Tennessee.

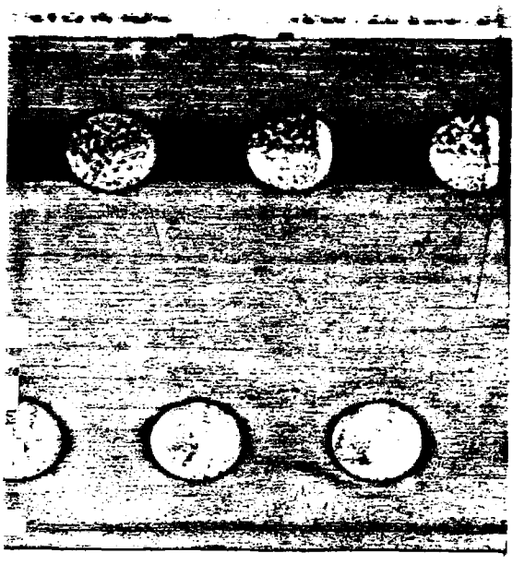
SAID Lot No. 17 fronts 50 feet on the northerly side of Fain Street and extends back 160 feet between parallel lines to an alley in the rear.

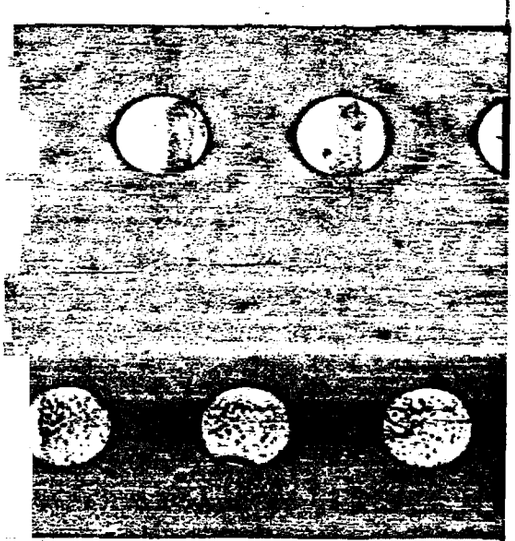
BEING the same property conveyed to Marie Moskovitz by Deed from Mrs. F. J. Page, a widow, of record in Book 919, Page 562, and by Deed from Perry W. Moskovitz and wife, Helen L. Moskovitz, of record in Book 3458, Page 603, Register's Office for Davidson County, Tennessee. The said Marie Moskovitz having since died and by Last Will and Testament of record in Will Book 102, Page 576, Probate Court for Davidson County, Tennessee, title was vested in Horace Moskovitz and Perry W. Moskovitz as Trustees of the Marie G. Moskovitz Trust. By instrument styled Agreement to Terminate Trust, of record in Book 4333, Page 651, Register's Office for Davidson County, Tennessee, all beneficiaries of said Trust joined in and elected to terminate the Marie G. Moskovitz Trust, vesting title in the Grantors herein equally.

THIS being ___improved property known as 106 FAIN STREET, NASHVILLE, TENNESSEE 37210 [MAP 93-16, PARCEL 299, FIELD BOOK NO. 14W-109].

THE SUBJECT PROPERTY IS NOT THE PRINCIPAL PLACE OF RESIDENCE FOR THE GRANTOR HEREIN.

765.2/07 01:01 OSCHECK 329.91





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

RECEIVED OF _____

FOR _____

BOOK 8001 PAGE 15

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 80125.00
				MAMT 50333.00
				CON TX 264.33
				MOR TX 55.58
				PRFEE 1.00
				WDEED 9.00
				TOTAL 329.91
				CHECK 329.91
			12/07/89 01	12:52 0001 2765

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

87791

IDENTIF. TREFERENCE

DEC 7 12 53 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 273955