This Instrument Prepared By: Harris A. Gilbert, Esq.
Suite 1350, Third National Bank Building
Nashville, TN 37219

Installment Deed

BOOK 8073 PAGE 581

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mark Waynick and G. L. Waynick	Same	81-11-528/529
(NAME:)	(NAME:)	
122 Larson Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Mt. Juliet, TN 37122		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of
Seventy Thousand Dollars ($70,000.00)---------- *Dollars,*
of which
Ten Thousand Dollars ($10,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder
Sixty Thousand Dollars ($60,000.00)---------- *Dollars,*
Mark Waynick and G.L. Waynick *we executed*

a promissory note of even date payable to Harris A. Gilbert, Pauline Gilbert Bader and Charles Gilbert, Jr.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,
we, Harris A. Gilbert, Pauline Gilbert Bader and Charles Gilbert, Jr.
have this day bargained and sold, and do hereby transfer and convey unto the said
Mark Waynick and G.L. Waynick
the Grantees herein, their (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

Property described in the attached Exhibit A, which is incorporated herein by this reference.

I 3900
IDENTIF. REFERENCE
MAR 27 3 17 PM '90
DAVIDSON COUNTY TN.

6101 03/27 0101 03CHECK 313.70

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $60,000.00.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 70,000.00

Subscribed and sworn to before me, this the 27th day of March 1990

G.L. WAYNICK Affiant

My commission expires: 1-9-91
(Affix Seal)

Notary Public

This is improved (X) property, known as 1615-1617 12th Avenue, North, Nashville, Tennessee 37208
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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, except for 1990 taxes which have been prorated and assumed by the Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Ralph Z. Levy, Jr. *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 60,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

In the event the Trustors should transfer, convey or dispose of the property, the Promissory Note of even date may be callable upon thirty (30) days' notice by the Holder of the Promissory Note.

This is unimproved ( ) improved (X) property, known as 1615-1617 12th Avenue, North, Nashville, Tennessee 37208
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mark Waynick and G.L. Waynick, their *(successors), 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,* except for 1990 taxes which have been prorated and assumed by the Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mark Waynick and G.L. Waynick, their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Mark Waynick and G.L. Waynick *hereinafter referred to as trustors, hereby transfer and convey unto* Ralph Z. Levy, Jr. *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $60,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, homestead, dower 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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.

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2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the .....day of....., 19 90...

Mark Waynick
MARK WAYNICK

G. L. Waynick
G. L. WAYNICK

HARRIS A. GILBERT

Pauline Gilbert Bader
PAULINE GILBERT BADER

CHARLES GILBERT, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Susanne C. Pugh *, a Notary Public in and for said County and State,* Mark Waynick and G. L. Waynick

the within named bargainor s, with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 27th *day of* March *, 19* 90

Susanne C. Pugh
Notary Public

Commission expires 1-9-91

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Susanne C. Pugh, *a Notary Public in and for said County and State,* HARRIS A. GILBERT and CHARLES GILBERT, JR. *the within named bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 26th *day of* March, *19*90.

Susanne C. Pugh *Notary Public*

Commission expires 1-9-91

SUSANNE C. PUGH NOTARY PUBLIC DAVIDSON COUNTY

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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, 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 .....

STATE OF NEW YORK)
COUNTY OF New York)

Personally appeared before me, Pauline Gilbert Bader, a Notary Public in and for said County and State, PAULINE GILBERT BADER, the within named bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Bowery Savings Bank, New York, this 22 day of March, 1990.

Rhonda Torres Notary Public

RHONDA TORRES
Notary Public, State of New York
NO.41-4788583
Qualified in Queens County
Commission Expires September 30, 19 91

Commission Expires:

INSTALLMENT DEED

FROM
Mark Waynick and G.L. Waynick

TO
Harris A. Gilbert,
Pauline Gilbert Bader and
Charles Gilbert, Jr.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

EXHIBIT A

Land in Davidson County, Tennessee, being more particularly described as follows:

TRACT I:

Being the South one-half of Lot No. 180 on the Plan of D.T. McGavock and Others Addition, as of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

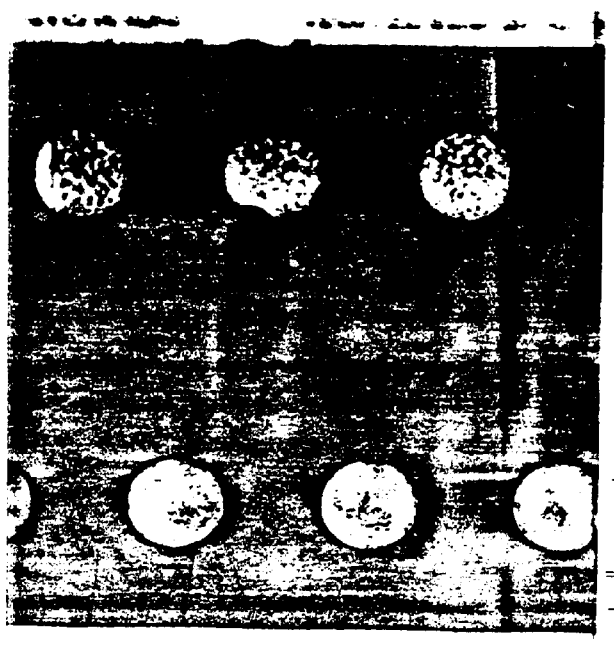
Said part of Lot fronts 50 feet on the West side of 12th Avenue North and runs back between parallel lines, 154 feet, to an alley.

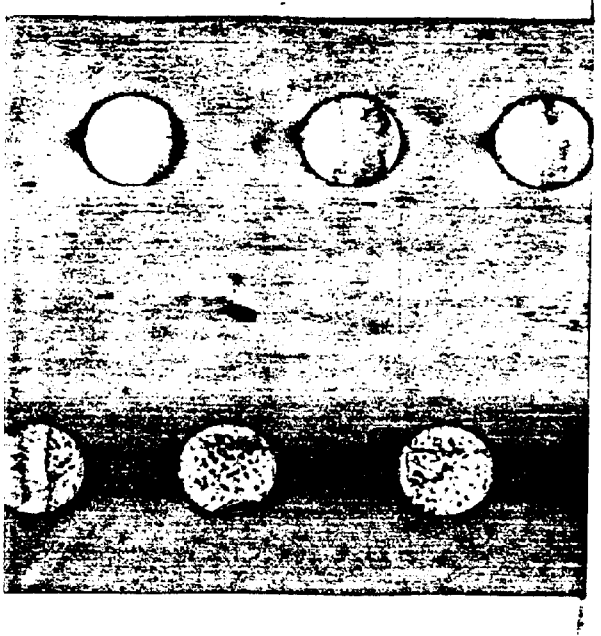
TRACT II:

Being the North one-half of Lot No. 179 on the Plan of McGavock, Wetmore and Other's Second Addition, called the Addition to the Town of McGavock, of record in Book 21, page 41, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 179 fronts 50 feet on the westerly side of Twelfth Avenue North, formerly Florence Street, and runs back between parallel lines, 154 feet, to an alley.

Being part of the same property conveyed to Harris A. Gilbert, Trustee, by deed from Leon Gilbert, an unmarried man, of record in Book 3993, page 340, Register's Office of Davidson County, Tennessee.





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 TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	70000.00
MAMT	60000.00
CON TX	231.00
MOR TX	66.70
PRFEE	1.00
WDEED	15.00
TOTAL	313.70
CHECK	313.70

03/27/90 01 15:16 0001 6101
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

II 3900

IDENTIF. T REFERENCE

MAR 27 3 17 PM '90

DAVIDSON COUNTY TN.

No. 304522