This Instrument is being re-recorded to eliminate references to "a Tennessee general partnership" as a Grantee; it being the intent of the individual parties to take as tenants-in-common.

BOOK 8192 PAGE 651
BOOK 8263 PAGE 691

RE-RECORD

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Marie L. Berlin and husband, Phillip Berlin and Lawrence W. Speller and wife, Barbara Speller

TO

Mark Waynick & J. O. Bean, ~~a Tennessee general partnership~~ J.O.B. M.W.

For draftsman's use

This instrument was prepared by:

Richard D. Moore, Attorney at Law
LEVINE, MATTSON, ORR & YOUNG
210 Third Avenue, North
Post Office Box 2708
Nashville, TN 37219-0708

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MARK WAYNICK (NAME)	Same (NAME)	MAP 92-7
291 LARSON Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 47
MT. JULIET TN. 37122 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

56165

IDENTIFICATION

SEP 10 3 07 PM '92

FELIX Z WILSON JR REGISTER DAVIDSON COUNT. TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 24,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10th DAY OF September, 1992.

Richard D. Moore
Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 23, 1993

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty-four thousand five hundred and No/100 ($24,500.00) DOLLARS

of which $ 4,500.00 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 an Installment Deed Note of even date in the principal amount of Twenty thousand and No/100 ($20,000) Dollars payable to the Order of Marie L. Berlin and Lawrence W. Speller; the terms of said Note being incorporated herein by reference, with interest from date in the amount of ten (10%) percent per annum until paid. The Holder of said Note shall have the right to declare the entire balance of the Note due or to renegotiate the interest rate payable in the event Grantees transfer any interest in the property without written consent of the Holder(s), except transfer of an interest that would create an inferior lien;

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,

Marie L. Berlin and husband, Phillip Berlin and Lawrence W. Speller and wife, Barbara Speller hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Mark Waynick and J. O. Bean, ~~a Tennessee general partnership~~ J.O.B. M.W.

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

Land in Davidson County, Tennessee, being parts of Lots Nos. 15 and 16 on the Map of Ashcraft's Subdivision of Lot No. 14 of the Harding Lytle Tract, of record in Book 57, page 162, Register's Office for Davidson County, Tennessee as follows:

Beginning at a point in the south margin of Hermosa Street at the northeast corner of Lot No. 16; thence with the line of said lot, southerly 159.9 feet more or less to the north margin of an alley; thence with the margin of said alley, westerly 50 feet to a point; thence northerly 159.9 feet more or less to the southerly margin of Hermosa Street; thence with the margin of the same, easterly 50 feet to the point of beginning.

Being the same property conveyed to grantor by deed of record in Book 7427 page 434, Register's Office of said County.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 20,000.00"

This is unimproved ( ) improved (X) property, known as 1837 Hermosa Street, Nashville, Tennessee (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This Instrument is being re-recorded to eliminate references to "a Tennessee general partnership" as a Grantee; it being the intent of the individual parties to take as tenants-in-common. BOOK 8192 PAGE 652

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 Lawrence E. Levine 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 $ 20,000.00 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 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.

RE-RECORDED BOOK 8263 PAGE 692

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 23rd day of August, 1990.

Marie L. Berlin	8/23/90 (Date)	Barbara Speller	8/29/90 (Date)
Phillip Berlin	8/23/90 (Date)	Mark Waynick	9-10-90 (Date)
Lawrence W. Speller	8/29/90 (Date)	by: J.O. Bean, ~~attorney-in-fact~~ ~~general partnership~~	9-10-90 (Date)

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ Pinellas

Personally appeared before me Barbara L Bourgeois, a Notary Public in and for said County and State, the within named Marie L. Berlin and husband Phillip Berlin

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 Palm Harbor, ~~Tennessee~~, this 23 day of August, 1990.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 8, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Barbara L Bourgeois Notary Public

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Richard D Moore, a Notary Public of the State and County aforesaid, personally appeared J. O. Bean with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be ~~a partner~~ RDM of the ~~xxxxx~~ ~~in J. O. Bean, a Tennessee general partnership~~ RDM, the within named bargainor, ~~a corporation~~, and that he as such ~~partner~~ RDM, being authorized so to do, executed the foregoing instrument for the purpose therein contained, ~~by signing the name of the corporation by~~ RDM partnership ~~himself as partner~~ RDM.

Witness my hand and seal, at office in Davidson County TN, this 10th day of September, 1990.

Richard D Moore Notary Public

Commission expires: ~~Commission Expires Jan. 23, 1993~~

This Instrument is being re-recorded to eliminate references to "a Tennessee general partnership" as a Grantee; it being the intent of the individual parties to take as tenants-in-common.

RE-RECORD BOOK 8263 PAGE 693

INSTALLMENT DEED (Continued)

BOOK 8192 PAGE 653

RE-RECORD

81732

IDENTIF. REFERENCE

Dec 26 | 14 PM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

FROM:

Marie L. Berlin and husband, Phillip Berlin and Lawrence W. Speller and wife, Barbara Speller

TO:

Mark Waynick & J. O. Bean, a ~~Tennessee general partnership~~ MW JOB

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me Alden Kirshner, a Notary Public in and for said County and State, the within named Lawrence W. Speller and wife, Barbara Speller 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 29th day of August, 1990.

Notary Public

Commission expires 10/9/91

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me Richard D Moore, a Notary Public in and for said County and State, the within named Mark Waynick 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 Davidson Co, TN Tennessee, this 10th day of September, 1990.

Richard D Moore
Notary Public

Commission expires My Commission Expires Jan. 23, 1993

TS1390/1pn 0101 03CHECK 111.55 9.00 0101 03CHECK