This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

HAROLD T. WHITSON AND
MITCHELL D. WHITSON

TO

CONGREGATION BETH CHAIM

For draftsman's use

This instrument prepared by
Devereaux D. Cannon, Jr., Attorney
344 Fourth Avenue, North
Nashville, TN 37219

BOOK 8868 PAGE 82

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Congregation Beth Chaim (NAME)	Same (NAME)	148-16-74
2390 ANTIOCH PK (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TN 37013 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

93435

IDENTIFICATION REFERENCE

FEB 18 12 19 PM '93

LOIS J. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 52,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February 19 93.

L Chandler, Dep Reg
Notary Public

~~MY COMMISSION EXPIRES:~~ _____

(~~AFFIX SEAL~~)

FOR AND IN CONSIDERATION OF the sum of Fifty Two Thousand and No/100---------- ----------($52,000.00)---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its one note of even date herewith in the principal amount of $47,000.00, payable to the order of Harold T. Whitson and Mitchell D. Whitson in monthly installments as follows: On the 1st day of March, 1993, the sum of $313.33 and monthly thereafter a like amount on the 1st day or each succeeding month. Said sum represents interest only at the rate of 8% per annum. The entire principal balance together with any accrued interest shall become due and payable on the 1st day of July, 1993.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $47,000.00.

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,

HAROLD T. WHITSON AND MITCHELL D. WHITSON

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

CONGREGATION BETH CHAIM

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

(SEE ATTACHED EXHIBIT "A")

4854 02/18 0101 03CHECK 257.15

THE PROPERTY HEREIN DESCRIBED AND CONVEYED IN THIS INSTRUMENT IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTORS.

This is unimproved ( ) improved (X) property, known as ---- Antioch Pike ---- Nashville, TN

(House Number) (Street) P. O. Address: (City or Town) (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 Devereaux D. Cannon, Jr. 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 $ insurable 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 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 WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of February 19 93.

CONGREGATION BETH CHAIM

By: Andrew Wilczek

HAROLD T. WHITSON

MITCHELL D. WHITSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Harold T. Whitson and Mitchell D. Whitson 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 4 day of February, 19 93.

Cindy Mingle Notary Public
for Mitchell Whitson

1-23-94

Commission expires

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

William C. Snow 2/4/93
for Harold T. Whitson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Andrew Wilczek with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged his self to be president of the Congregation Beth Chaim, 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 his self as president.

Witness my hand and seal, at office in Nashville, Tennessee, this 4 day of February, 1993.

Cindy Mingle Notary Public

Commission expires 1-23-94

EXHIBIT "A"

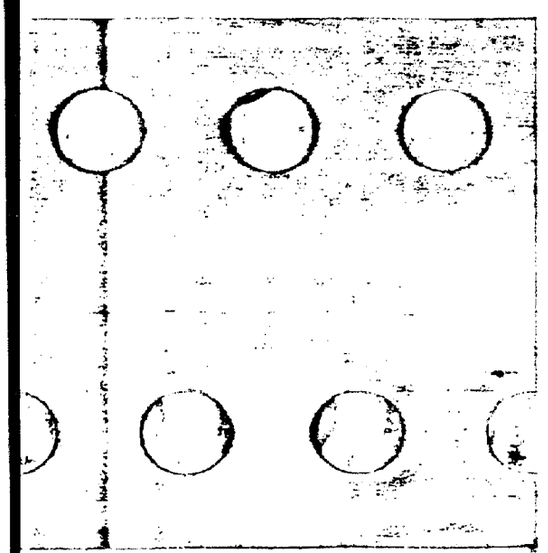
Land in Davidson County, Tennessee, described as follows:

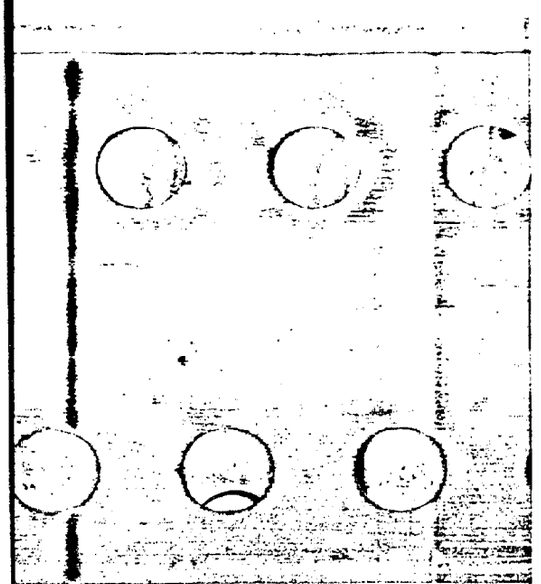
Commencing at a point in the Northerly Right of Way margin of Antioch Pike and the Easterly margin of an 18 foot alley; thence leaving the Right of Way of Antioch Pike, North 16 Degrees 25' East, 256.49 feet to a point; thence North 49 Degrees 30' East, 120.87 feet to a point; thence South 37 Degrees 10' East, 70.87 feet to a point; thence South 47 Degrees 00' 52" West, 50.25 feet to a point; thence South 9 Degrees 17' 23" West, 122.17 feet to a point; thence South 22 Degrees 49' 11" West 160.0 feet to a point in the Northerly margin of Antioch Pike; thence with said margin, North 69 Degrees 30' West, 93.13 feet to the point of beginning, said tract containing 0.69 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXCLUDED FROM THIS CONVEYANCE IS THAT PARCEL OF LAND QUITCLAIMED TO RICHARD C. WALLACE BY INSTRUMENT OF RECORD IN BOOK 8114, PAGE 19, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being the same property conveyed to Harold T.Whitson and Mitchell D. Whitson by deed from Picone, Inc. of record in Book 8829, page 770, Register's Office for Davidson County, Tennessee, and by Quitclaim Deed from William Ken Arnold and Picone, Inc. of record in Book 8844, page 462, said Register's Office.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED





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

RECEIVED OF _____

FOR _____

BOOK 8868 PAGE 85

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	52000.00
MAMT	47000.00
CON TX	192.40
MOR TX	51.75
PRFEE	1.00
WDEED	12.00
TOTAL	257.15
CHECK	257.15

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/18/93 01 12:11 0001 4854

93435

IDENTIFICATION REFERENCE

FEB 18 12 19 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 622487