BOOK 9206 PAGE 879 03007

IDENTIF. & REFERENCE

INSTALLMENT DEED

94 JAN -3 AM 11:19

REGISTER
DAVIDSON COUNTY, TN.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $40,000.00.

PICK-UP

FROM: RICHARD R. GOLDBERG and wife, EVELYN K. GOLDBERG

TO: FELIX LUBARSKY and wife, LUDMILA LUBARSKY

Address New Owner As Follows:	Send Tax Bills:	Map-Parcel Nos.
Mr. & Mrs. Felix Lubarsky 319 White Bridge Road Nashville, TN 37205	Same	Map 103-12 Par 115

(FOR REGISTER'S USE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

Affiant

Sworn to and subscribed before me this 3 day of January, 1994.

Notary Public
My Commission Expires: 1-26-97

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

FOR AND IN CONSIDERATION of the sum of Fifty Thousand ($50,000.00) Dollars, of which Ten Thousand ($10,000.00) Dollars 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 his promissory note in the principal sum of Forty Thousand ($40,000.00) Dollars, of even date herewith, which said note is payable to the order of RICHARD R. GOLDBERG and wife, EVELYN K. GOLDBERG. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $603.71 each, including interest at the rate of 7% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $603.71 is due and payable on the 10th day of FEBRUARY, 1994, and thereafter on or before the 10th day of each succeeding month until full payment is made,

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,

RICHARD R. GOLDBERG and wife, EVELYN K. GOLDBERG, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

FELIX LUBARSKY and wife, LUDMILA LUBARSKY, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 35 of Block "H", on the Plan of Cherokee Park, Second Addition, as of record in Book 547, pages 175 and 176, Register's Office for said County, to which plat reference is hereby made for a more complete description.

BEING part of the same property conveyed to Richard R. Goldberg and wife, Evelyn K. Goldberg, by deed from Frances Smith Sloan and husband, J. T. Sloan, of record in Book 5035, page 768, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is subject to a 35-foot building setback line from Aberdeen Road, as shown on plan of record in Book 547, pages 175 and 176; a 5-foot easement is reserved for Public Utility purposes along the rear of Lot 35, as set out in instrument of record in Book 819, page 107; all of record in the Register's Office for Davidson County, Tennessee.

This is unimproved property known as

Lot No. 35, Aberdeen Road, Nashville, Tennessee 37205.

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, except for current year's property taxes, which are pro-rated and assumed by grantees, and, the lien created herein.

We further covenant and bind ourselves and 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 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 GAY LISA LEVINE, TRUSTEE, 1119 STAHLMAN BUILDING, NASHVILLE, TENNESSEE 37201, her 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 amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to the 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 said 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 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 her 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 her 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, 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 3 day of January, 1994.

Richard R. Goldberg

Evelyn K. Goldberg

Frederick Lee Cearley

Teodula Lee Cearley

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 RICHARD R. GOLDBERG and wife, EVELYN K. GOLDBERG, 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 3 of January, 1994.

Trina R. Scarlett
Notary Public

My Commission Expires: 7-26-97.

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 FELIX LUBARSKY and wife, LUDMILA LUBARSKY, 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 3 of January, 1994.

Trina R. Scarlett
Notary Public

My Commission Expires: 7-26-97.

2.G1373

4744 01/03 0101 03CHECK 245.70

OFFICIAL RECEIPT

FELIX Z. WILSON. II

REGISTER OF DAVIDSON COUNTY
NASHVILLE. TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9206 PAGE 883

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	50000.00
			MAMT	40000.00
			CON TX	185.00
			MOR TX	43.70
			PRFEE	1.00
			WDEED	16.00
			TOTAL	245.70

CHECK 245.70

01/03/94 01 11:19 0001 4744

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03007

IDENTIF. & REFERENCE

94 JAN -3 AM 11: 19

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 740781