This Instrument Prepared by: Harris A. Gilbert, Esq., Wyatt, Tarrant & Combs
511 Union Street, Suite 1500
Nashville, TN 37219

SIB

Installment Deed

BOOK 10602 PG 638

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
B & D Enterprises, LLC, a Tennessee Limited Liability Company	SAME	42-16-201
(NAME) c/o David Wind, Chief Manager	(NAME)	
410 S. Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
~~Nashville~~, TN ~~37206~~ 37115 (CITY) (STATE) (ZIP) MADISON	(CITY) (STATE) (ZIP) B, NV	

FOR AND IN CONSIDERATION of the sum of One Hundred Ninety Thousand and no/100 ($190,000.00) *Dollars,*

of which Twenty-Five Thousand and no/100 ($25,000.00) *Dollars, has hren paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixty-Five Thousand and no/100 ($165,000.00) *Dollars,*

B & D Enterprises, LLC, a Tennessee Limited Liability Company *has executed*

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

6803 09/09 0101 07CHECK 907.45

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

have this day bargained and sold, and do hereby transfer and convey unto the said B & D Enterprises, LLC, a Tennessee Limited Liability Company *the Grantees herein, their (successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 3, on the Plan of Douglass Levine Subdivision, as shown on plat of record in Book 547, page 44, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Charles Gilbert, by Deed of Record in Book 1229, page 129, Register's Office for Davidson County, Tennessee. The said Charles Gilbert having since died. Said property was vested to Freda Gilbert, wife of Charles Gilbert. The said Freda Gilbert having since died. The subject property is now vested in Pauline Gilbert Bader, Harris A. Gilbert and Charles Gilbert, Jr. pursuant to Last Will and Testament of Freda Gilbert of record under Probate No. 96642, Probate Court Office for Davidson County, Tennessee.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $165,000.00.

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 190,000.00

Subscribed and sworn to before me, this the 9 day of Sept, 19 97

My commission expires: My Commission Expires SEPT. 26, 1998 (Affix Seal)

B & D Enterprises, LLC, DAVID WIND, Affiant
CHIEF MANAGER
Notary Public
MADISON, TN

unimproved ( )
This is improved (X) property, known as 410 S. Gallatin Road, ~~Nashville~~, TN ~~37206~~ 37115 B, NV
(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 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 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 installments thereof, as above mentioned, 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 John K. Lewis, *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 $ 190,000.00 *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.

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

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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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named 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.

Witness our hands this 9th day of September, 1997, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

B & D Enterprises, LLC

BY: DAVID WIND, CHIEF MANAGER

BY: DR. BARRY WIND, SECRETARY

PAULINE GILBERT BADER

MORTIMER BADER*

CHARLES GILBERT, JR.

ELLEN D. GILBERT*

HARRIS A. GILBERT

DIANNE D. GILBERT*

*Mortimer Bader, husband of Pauline Gilbert Bader, Ellen D. Gilbert, wife of Charles Gilbert, Jr., and Dianne D. Gilbert, wife of Harris A. Gilbert, join in this Deed for the purpose of conveying all of his/her right, title and interest in the subject property, whether marital or otherwise.

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, DIANNE D. GILBERT, CHARLES GILBERT, JR. and ELLEN D. GILBERT

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 9th day of September, 1997

My Commission Expires SEPT. 26, 1998

Commission expires

Susanne C. Pugh, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Wind with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Chief Manager of the B & D Enterprises, LLC a Tennessee Limited Liability Company the within named bargainor, a ~~corporation~~ limited liability company, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~corporation~~ limited liability company by himself as Chief Manager.

Witness my hand and seal, at office in Nashville Tennessee this 9th day of September, 1997

My Commission Expires SEPT. 26, 1998

Commission expires

Susanne C. Pugh, Notary Public

INSTALLMENT DEED

FROM
B & D Enterprises, LLC, a Tennessee Limited Liability Company

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

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

STATE OF NEW YORK)
COUNTY OF N.Y.)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **PAULINE GILBERT BADER AND MORTIMER BADER**, the within named 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 New York, New York, this 19th day of August, 1997.

Anne E. Davidson
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANNE E. DAVIDSON
Notary Public, State of New York
No. 31-4856280
Qualified in New York County
Commission Expires March 31, 1998

0346857
IDENTIF. # REFERENCE

97 SEP -9 PM 3:59

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

H:\HAG\WINDGILB.DES (August 6, 1997; 3:41pm)

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STATE OF TEXAS)
COUNTY OF Bexar)

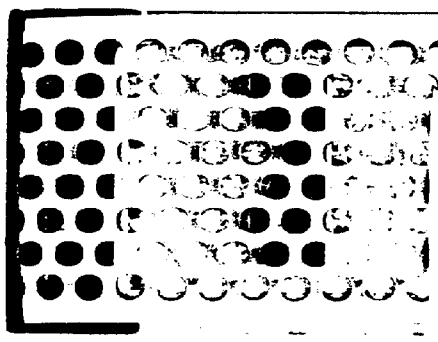
Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **DR. BARRY WIND**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary of B & D Enterprises, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Secretary.

Witness my hand and seal, at office in San Antonio, Texas, this 5 day of Sep[illegible], 1997.

JANE B. BEDFORD
Notary Public, State of Texas
My Commission Expires

Jane B Bedford
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-26-2000



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

RECEIVED OF _____

FOR _____

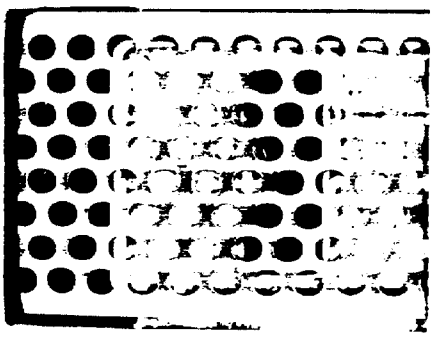
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CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CONT 190000.00
MORT 165000.00
CON TX 703.00
MOR TX 187.45
PRFEE 1.00
WDEED 16.00
TOTAL 907.45
CHECK 907.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0346857
IDENTIF. & REFERENCE

97 SEP -9 PM 3:59

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1196263