Prepared by:
James H. Hill, Attorney
310 Gallatin Rd. S.
Madison, TN 37115(868-2626)

Installment Deed

BOOK 7377 PAGE 703

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. & Mrs. Daniel D. Bechard (NAME:)	SAME (NAME:)	44-5
303 Bridgeway Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 203 & 204
Old Hickory, TN 37138 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $41,869.19 ----Forty One Thousand Eight Hundred Sixty Nine Dollars and Nineteen Cents------------------- Dollars, of which $4,000.00 - FOUR THOUSAND DOLLARD AND NO/100 - - - - - - - - - - - Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder $37,869.19 ---- Thirty Seven Thousand Eight Hundred Sixty Nine Dollars and Nineteen Cents----------------Dollars,

Installment Deed note in the principal sum of 5,000.00 Dollars to be paid in the following manner; The grantees herein have executed an installment deed note in the principal sum of $5,000.00 payable to Larry Kent Duke & wife Shirley Ann Duke to be paid over a five (5) year period in monthly installments of $106.24, which includes 10 percent interest, the first payment to commence 30 days from date of said note and the same sum to be payable on the same day of each consecutive month thereafter till the said note is paid in full. The grantee herein as a part of the consideration do hereby assume and agree to pay the unpaid balance of 32,869.19 to Gladys G. Underwood and the said note calls for the payment of $300.00 per month. The grantees will pay this sum for a period of six (6) months, first payment being due the first day of November 1987 and after the expiration of six (6) months the payment is increased to $350.00 per month and shall continue in that amount until the said note is paid in full.

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, therefore we, LARRY KENT DUKE and wife SHIRLEY ANN DUKE, the grantors

have this day bargained and sold, and do hereby transfer and convey unto the said DANIEL C. BECHARD and wife JUDY M. BECHARD, grantees

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: LAND in Davidson County, Tennessee, being Lot No. 260 on the Plan of Rayon City Development Company, of record in Book 843, page 13, Register's Office for said County. SAID Lot No. 260 fronts 50 feet on the southerly side of Bridgeway Avenue, and runs back between parallel lines, 157.5 feet on the westerly side and 156.9 feet on the easterly side, and measures 50 feet at the rear.

ALSO; BEING, Lot No. 261 on the Plan of Rayon City Development Company, of record in Book 843, page 13, Register's Office of Said County, and more particularly described as follows: SAID Lot No. 261 as shown on said Plan fronts 50 feet on the southerly side of Bridgeway Avenue and runs back between parallel lines 154.4 feet on the easterly side and 156.9 feet on the westerly side and measures 50 feet thereon. BEING the same property as conveyed to Howard Underwood and wife, Gladys Underwood by installment deed from D. C. Barton, unmarried, as of record in Book 2643, Page 407, RODC, Tennessee, the said Howard L. Underwood having since died.

BEING the same property as conveyed from Howard L. Underwood and wife Gladys G. Underwood by installment deed to Larry Kent Duke and wife Shirley Ann Duke as of Record in Book 6021, Page 498 Register's Office of Davidson County, Tennessee.

Taxes for 1987 paid by sellers and Nov. Dec. taxes fefunded to seller by buyer.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $41,869.19

STATE OF TENNESSEE } COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $41,869.19

Subscribed and sworn to before me, this the 12th day of Oct 1987

Daniel C. Bechard — Affiant

My commission expires: 9-9-87 (Affix Seal)

James H. Hill — Notary Public

This is unimproved property, known as (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.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees (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 grantees hereinafter referred to as trustors, hereby transfer and convey unto James H. Hill, 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 $41,869.19, 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.

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.

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

Witness our hand s this 9th day of October, 19 87, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

X Larry K. Duke
X Shirley Ann Duke

X Daniel C. Bechard
X Judy M. Bechard

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Larry Kent Duke et ux Shirley Ann Duke and Daniel C. Bechard et ux Judy M. Bechard

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 Madison, Tennessee, this 12th day of October, 19 87

Commission expires 9-9-89 Notary Public

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 .....

INSTALLMENT DEED

FROM
LARRY KENT DUKE et ux
SHIRLEY ANN DUKE

TO
DANIEL C. BECHARD et ux
JUDY M. BECHARD

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115

Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

RECEIVED & RECORDED
DAVIDSON COUNTY, TN.
OCT 13 11 55 AM '87

IDENTIFICATION REFERENCE

1376

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7377 PAGE 705

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

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

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			41869.19-	CAMT.
			41869.19-	MAMT.
			117.32	CSTAX
			39.90	MSTAX
			.50	PRFEE
			6.00	WDEED
			CHECK	163.72-
			2411A10/13/87 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.3.7.7.9.

IDENTIFI REFERENCE

Oct 13 11 58 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 25865