INSTALLMENT DEED

For and in Consideration of the sum of Forty Two Thousands and No/100 ($42,000.00) ---------- Dollars, of which Two Thousands and no/100 ($2,000.00) ---------- Dollars, has been paid in cash by Barry Dickens the receipt of which is hereby acknowledged, and for the remainder Forty Thousands and no/100 ($40,000.00) ---------- Dollars, the said Barry Dickens has executed and installment Deed Note payable to the ORDER of Alex V. Swaw and wife, Barbara S. Swaw in the principal amount of $40,000.00. Said note is payble in monthly installments of $382.26 beginning June 1, 1993 and on the same day of each succeeding month until paid in full. The last installment being in the amount of $382.55. Said note bears interest at the rate of eight per cent per annum and is included in said installments. In the event the hereinafter described property is sold, transfered, or conveyed, then the balance of the said note shall immediately become due and payable at the option of the holder.

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

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed.

Alex V. Swaw and wife, Barbara S. Swaw,

have this day bargained and sold, and do hereby transfer and convey unto the said Barry Dickens, a single person, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 31 on the Map of Section 1, Woodycrest Subdivision, of record in Book 1835, page 25, Register's Office for Davidson County, Tennessee.

Said Lot No. 31 fronts 50 feet on the southerly side of Hutton Drive and runs back between lines, 280.4 feet on the east line and 231.5 feet on the west line, to a dead line in the rear, measuring 112 feet thereon.

Being the same property conveyed to Alex V. Swaw and wife, Barbara S. Swaw by deed from Ed Hodge et ux, Evelyn M. Hodge, of record in Book 4612, page 367, Register's Office for Davidson County, Tennessee.

Property is sold in "As Is Condition"

Property taxes for 1993 have been pro-rated between the parties and shall be paid by Buyer.

This is unimproved ( ) improved (X) property, known as 2040 Hutton Drive, Nashville, Tenn. 37210
(House Number) (Street) P O Address (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Barry Dickens 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 said real estate to said Barry Dickens, his 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 in hand paid, I, the said Barry Dickens, a single person

do hereby transfer and convey unto Dewey Pedigo, 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.

I, the said Barry Dickens 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 the 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.

I 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 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 I, the said Barry Dickens 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 Barry Dickens, his 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 Dewey Pedigo, Jr., Trustee, shall be vested in said successor.

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 Alex V. Swaw and wife, Barbara S. Swaw and Barry Dickens hereunto set our hands at Nashville, Tennessee, this the 19 day of May 1993

Alex V Swaw

Barbara S. Swaw

Barry Dickens

STATE OF TENNESSEE

DAVIDSON **County**

BOOK 8953 PAGE 824

Personally appeared before me, Dewey W. Pedigo, a Notary Public in and for said County and State, the within named Alex V. Swaw and wife, Barbara S. Swaw and Barry Dickens,

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 purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19 day of May 1993.

Dewey W. Pedigo, Notary Public.

Commission Expires 7-23-94

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, 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 of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

5128 05/20 0101 03CHECK 216.10

21478

IDENTIFICATION REFERENCE

MAY 20 8 35 AM '93

JAC. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

5127 05/20 0101 03CHECK 4.00

INSTALLMENT DEED

FROM
ALEX V. SWAW and wife,

BARBARA S. SWAW

TO
BARRY DICKENS

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
BARRY DICKENS	same	Map 106-13
(NAME) 2040 Hutton Drive	(NAME)	Par. 101
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37210	(STREET ADDRESS)	06DA-16483
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Dewey W. Pedigo, Atty.
3204 Freno Lane
Nashville, TN 37214

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

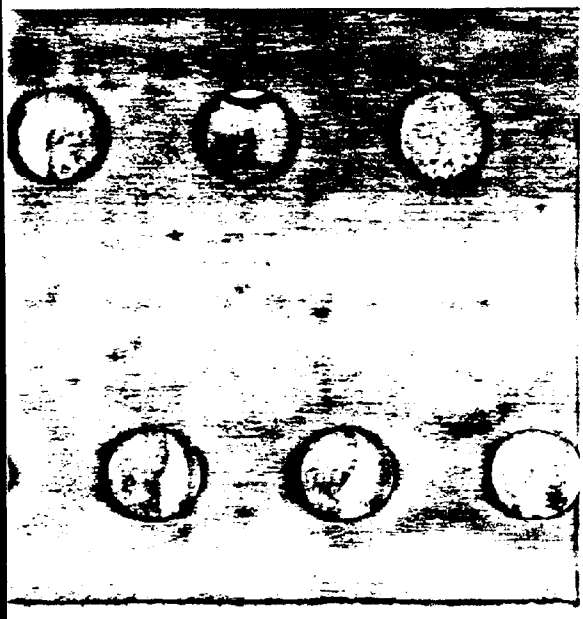
$ 42,000.00 Barry Dickens
Affiant

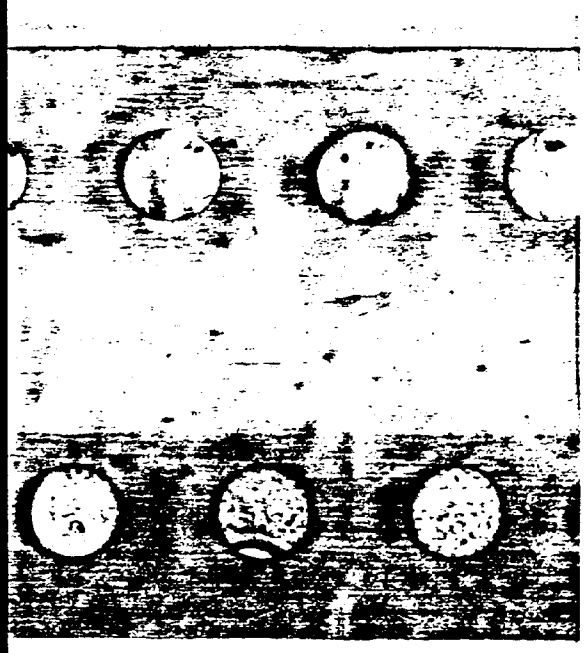
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF May 1993

Dewey W. Pedigo
Notary Public

MY COMMISSION EXPIRES: 1-23-94

(AFFIX SEAL)





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

RECEIVED OF _____

FOR _____

BOOK 8953 PAGE 826

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	42000.00
MAMT	40000.00
CON TX	155.40
MOR TX	43.70
PRFEE	1.00
TDEED	16.00
TOTAL	216.10
CHECK	216.10

05/20/93 01 08:35 0001 5128

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2147.8'

IDENTIFICATION REFERENCE

MAY 20 8 35 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 653185