BOOK 8993 PAGE 406

INSTALLMENT DEED

FROM:

STEVEN ASPLUNDH

TO:

TRUCK SERVICE, INC.

Prepared by: Stan Allen, Attorney
207 Third Avenue, N.
Nashville, TN 37201

Address of new owner(s) as follows:	Send Tax Bills to:	Map-parcel No.
Truck Service, Inc. **895 Elm Hill Pike** **Nashville, Tennessee 37210**	**Same**	**135-16-0-A** **99 CO**

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

$115,000.00

Affiant

SUBSCRIBED AN SWORN TO BEFORE ME, THIS THE 12 DAY OF MAY, 1993.

Notary Public

My Commission Expires: 9-21-96

93 JUN 25 AM 10:24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

34412
IDENTIF. + REFERENCE

FOR AND IN CONSIDERATION OF the sum of **One Hundred Fifteen Thousand Dollars ($115,000.00)** of which $804.11 (including interest) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said Grantee has executed its non-assumable installment deed note of even date payable to Grantor, providing for payment of Attorney's fees, and to secure the payment of said note, principal and interest, and Attorney's fees, a lien is expressly retained on the land herein conveyed.

Therefore, **STEVEN ASPLUNDH**, unmarried, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Truck Service, Inc.** a Tennessee corporation, hereinafter called Grantee, and its successors, certain real estate in Davidson County, Tennessee as follows:

Land in Davidson County, Tennessee, Being Lot No. 72 on the Plan of Subdivision of Tracts 8, 9 and 10 of Nashboro Village, as of record in Book 5200, page 186, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Steven G. Asplundh, by deed of record in Book 8127, Page 524 Register's office, Davidson County, Tennessee.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $115,000.00

This is improved property known as 2528 Somerset Drive, Nashville, Davidson County, Tennessee 37217.

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. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered except for 1993 property taxes not yet due and payable.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, against the lawful claims of all persons and its successors..

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to Grantee in hand paid, I the said Grantee herein does hereby transfer and convey unto **PHIL TATOIAN**, 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 Grantee does hereby agree to keep all building 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 $115,000.00 until the note 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 and holder of said note, as his interest may appear. Grantor further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes assessments thereon, and to pay them when due; and in case Grantee fails to do either, then the said Trustee, or the lawful owner and holder of said note, may do any or all of these things, and charges 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 Grantee, shall pay the notes aforesaid when due, according to its term, 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 Grantee fails 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; Grantees fails to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from dates 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, 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 and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Grantor may bid at any sale under this conveyance. Grantee agrees 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 deliver to him by the Trustee of a deed for said property. In case 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 trust 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 12 day of May, 1993.

GRANTEE:
TRUCK SERVICES, INC.
a Tennessee Corporation

By: _____
-PRESIDENT

GRANTOR:

_____
STEVEN ASPLUNDH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me Cynthia L. Pace, a Notary Public in and for said County and State, the within named **STEVEN ASPLUNDH**, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of May, 1993.

_____
NOTARY PUBLIC

My Commission Expires: 9-21-96

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

Personally appeared before me, Cynthia L. Pace a Notary Public of the State and County aforesaid, personally appeared **WILLIAM J. DONOHO, JR.**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Truck Services, Inc., a Tennessee corporation and being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as vice-president.

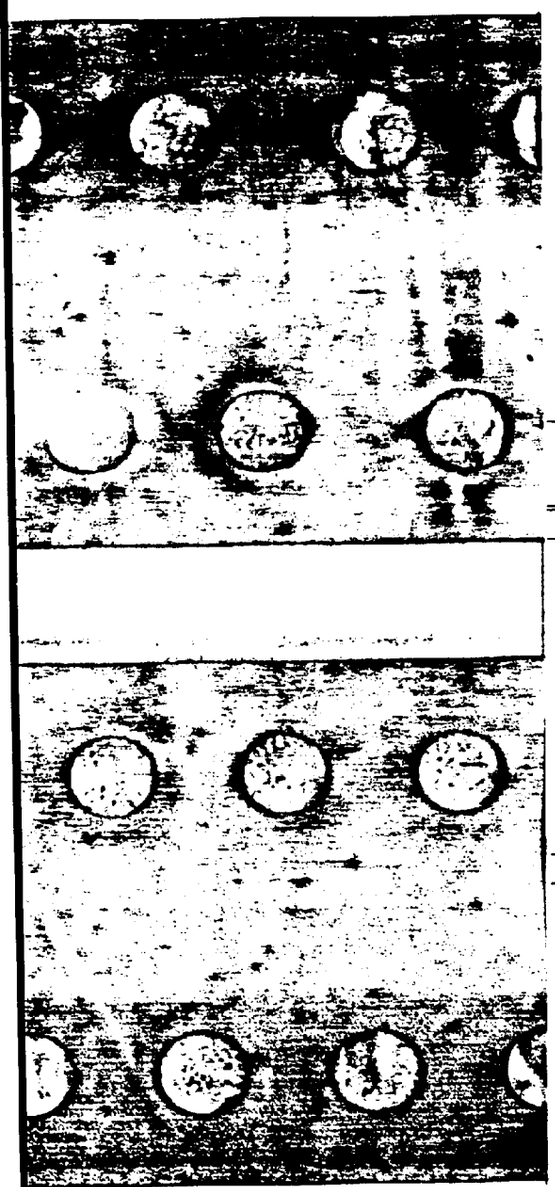
Witness my hand and seal, at office in Nashville, Tennessee on the 12th day of May, 1993.

Cynthia L. Pace
NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires: 9-21-96

2044 06/25 0101 03CHECK 572.45



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

RECEIVED OF BOOK 8993 PAGE 410

FOR

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 115000.00
				MAMT 115000.00
				CON TX 425.50
				MOR TX 129.95
				PRFEE 1.00
				WDEED 16.00
				TOTAL 572.45
				CHECK 572.45
			06/25/93 01	10:24 0001 2044

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

34412
IDENTIF. ↑ REFERENCE

93 JUN 25 AM 10: 24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 667262