INSTALLMENT DEED

Address New Owners As Follows:
Teresa B. Mendez
519 Old Hickory Blvd.
Old Hickory, TN 37138

SEND TAX BILLS TO:
Teresa B. Mendez.
519 Old Hickory Blvd.
Old Hickory, TN 37138

Map-Parcel
044-11-D
009.01

THIS INSTRUMENT PREPARED BY:
JAMES E. KIRBY, ATTORNEY
603 45th Avenue, North
Nashville, Tennessee 37209

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $31,000.00"

93 DEC -9 AM 9:35
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.
PICK-UP

94985
IDENTIF. & REFERENCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is
$31,000.00

Teresa B. Mendez
Affiant

Subscribed and sworn to before me, this the 1st day of May, 1991.

Notary Public

My Commission Expires:
10-9-91

FOR AND IN CONSIDERATION of the sum of Thirty-One Thousand and no/100 Dollars ($31,000.00) for which the Grantee, being Teresa B. Mendez, has executed an Installment Note of even date payable to the Grantors, being Raymond M. Behel and wife, Edith H. Behel, bearing interest at the annual percentage rate and payable in accordance with the terms stated in the said note until the said indebtedness has been paid in full.

We, Raymond E. Behel and wife, Edith H. Behel, have this day bargained and sold, and do hereby transfer and convey unto the said Teresa B. Mendez her successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows except for that part which has been previously conveyed and is of record in Book 3462, Page 199 of the Register's Office for Davidson County, Tennessee:

> Land in the 4th Civil District of Davidson County, Tennessee, being a portion of the land shown on the subdivision of Village of Old Hickory, Section "G" as of record in plan Book 1835, page 88, Register's Office for said County, described as Follows:
>
> Beginning at a concrete monument at the east end of the return at the northeast corner of the intersection of Old Hickory Boulevard and Donelson Avenue, and

running thence around a curve to the right said curve having a radius of 75 feet, for a distance of 70.2 feet to an iron pin at the northwest end of the return, and running thence north 35 degree 33' west along the easterly margin of Old Hickory Boulevard, a distance of 272.5 feet to the beginning point; thence from said point of beginning north 35 degree 33' west 58 feet to the southwest corner of the Flower Shop property as shown in deed book 1710, page 329, said Register's Office; and on plan in book 1835, page 88, said Register's Office; thence with said Flower Shop property's southern boundary line north 54 degree 27' east 130 feet; thence south 35 degree 33' east 58 feet; thence south 54 degree 27' west 130 feet to the beginning.

Being part of the same property conveyed to Raymond M. Behel and wife, Edith H. Behel by Warranty Deed from Pat W. Swaney and Ethel W. Pullen, a widow of record in Book 3158, page 568, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an easement of record in Book 626, page 556, said Register's Office, special utility easement for electric and/or telephone lines and cables across from of premises, as shown on plan of record in Book 1835, page 88, and referred to in the notes on said plan, which is reserved and rights with reference thereto are fixed in deed of record in Book 2033, page 276, said Register's Office, and to restrictive convenants contained in deed of record in Book 2033, page 276, as modified by instrument of record in Book 2447, page 151, said Register's Office.

This is improved property, known as 519 Old Hickory Blvd., Old Hickory, Tennessee 37138.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Raymond M. Behel and wife, Edith H. Behel, their successors, heirs and assigns forever. We covenant with the said Teresa B. Mendez 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 do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, her heirs and assigns against the lawful claims of all persons whomsoever.

Said property is conveyed subject to such limitations, restrictions and encumbrances as are of record.

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 the said indebtednesss and installments thereof, as they mature, as hereinafter provided, and for good and valuable consideration the said Grantees, hereinafter referred to as Trustors, hereby transfer and convey unto James E. Kirby, of Nashville, Davidson County, Tennessee, 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:

To secure the payment of an Installment Deed Note dated May 1, 1991 given to Raymond M. Behel and/or Edith H. Behel and payable in accordance with the terms and conditions therein stated together with any renewal or extension of the said note.

Now if We, the Trustors, shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice, by three publications in a newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and 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 may bid at any sale under this conveyance.

The creditor may bid at any sale under this conveyance. The Trustors agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And the Trustors agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of the value of the improvements located thereon until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured.

The Trustors agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case we fail to do either; then said Trustee, or the creditors herein secured, may do either, and charge and treat the amount so expended as a part of the debt therein secured and interest shall accrue on the amount required to be expended at the same rate as is set forth in the Installment Deed Note.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First--To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second--To the payment of all taxes which may be unpaid on the said premises.

Third--To pay said debt, or any balance thereof then remaining unpaid with accrued interest thereon.

Fourth-The residue to be paid to the Trustors, their

order, representatives or assigns.

And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized 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 James E. Kirby, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Grantors and all persons holding under it shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option or said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of said herein and other powers and rights without giving bond or taking oath.

IN WITNESS WHEREOF we have hereunto set our hand on this the 1st day of May, 1991.

Raymond M. Behel

Edith H. Behel

Teresa B. Mendez

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Marie Kirby, a Notary Public in and for said County and State, the within named, Raymond M. Behel and wife, Edith H. Behel, the 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 Old Hickory, Tennessee, this 1st day of May, 1991.

Marie Kirby
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:
10-9-91

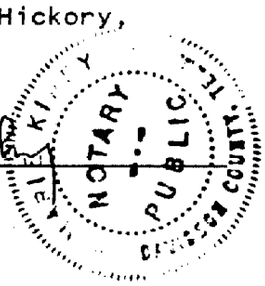
STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Marie Kirby, a Notary Public in and for said County and State, the within named, Teresa B. Mendez, the Bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Old Hickory, Tennessee, this 1st day of May, 1991.

Marie Kirby
Notary Public



My Commission Expires:

10-9-91

2075 12/09 0101 03CHECK 169-05

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK **9181** PAGE **352**

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 31000.00
				MAMT 31000.00
				CON TX 114.70
				MOR TX 33.35
				PRFEE 1.00
				WDEED 20.00
				TOTAL 169.05
				CHECK 169.05
			12/09/93 01	09:35 0001 2075

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

94985
IDENTIF. & REFERENCE

93 DEC -9 AM 9:35

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 732105