BOOK 9292 PAGE 210

INSTALLMENT DEED

FROM

Y. E. KIMBRELL and wife,

PATRICIA A. KIMBRELL

TO

JANET PASCHAL and

LINDA FORTNER

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Janet Paschal et al. (NAME)	Same (NAME)	Map 9
8152 JACKMAN RD. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcels
JOELTON, TN. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	86 & 141 Part

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$64,500.00 Linda D. Fortner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF MARCH, 1994

James W. Stinnett, Jr.
Notary Public

MY COMMISSION EXPIRES: 4-30-96
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of -- Sixty Four Thousand Five Hundred and 00/100----------
----------($64,500.00)---------- DOLLARS

of which $3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their joint promissory lien notes of even date herewith, payable to the order of Y. E. KIMBRELL and wife, PATRICIA A. KIMBRELL, as follows: one (1) note in the principal sum of $11,500.00, payable in 12 monthly installments of $1,003.03 each, beginning March 1, 1994, with a like sum on the 1st day of each consecutive month thereafter until February 1, 1995, said monthly installments include interest at the rate of 8.5% per annum; and one (1) note in the principal sum of $50,000.00, payable in monthly installments of $586.64 each, beginning March 1, 1995, with a like sum on the 1st day of each consecutive month thereafter, until paid in full, said monthly installments include interest at the rate of 8.5% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $61,500.00;

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Y. E. Kimbrell and wife, Patricia A. Kimbrell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Janet Paschal and Linda Fortner

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY)

32491
IDENTIF. & REFERENCE

94 MAR 28 PM 3:57
FELIX A. WILKINSON, REGISTER
DAVIDSON COUNTY, TN.

6929 03/28 0101 03CHECK 320-07

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

This is unimproved ( ) improved (X) property, known as 8152 Jackman Road (House Number) (Street) Joelton, Tennessee (P. O. Address: City or Town) 37080 (Postal Zone)

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. 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 the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto *Wm. G. Wilkinson 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 grantees 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 $ insb. 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. We 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 we 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 we, the said grantees, 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 we 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; we 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 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 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 conveyance. We 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. 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 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 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 7th day of MARCH 19 94

Linda S. Fortner
Janet Paschal

Y E Kimbrell
Patricia A. Kimbrell

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Y. E. Kimbrell and wife, Patricia A. Kimbrell, AND Janet Paschal and Linda Fortner 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 Ashland City, Tennessee, this day of , 19 94.

James W. Stennett, Jr. Notary Public

Commission expires 4-30-96

STATE OF TENNESSEE }
COUNTY OF _____ }

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 .

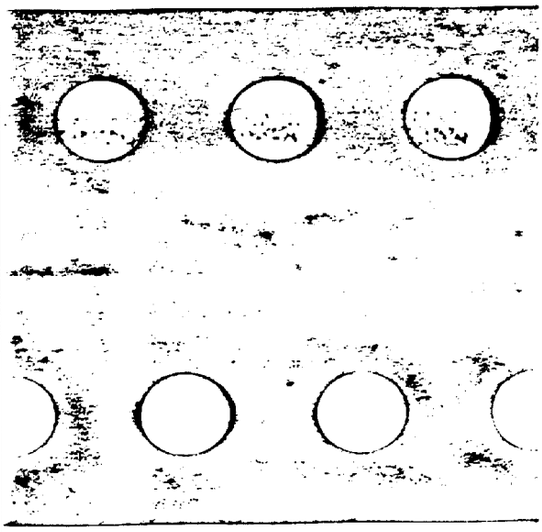
*Wm. G. Wilkinson, Trustee
106 Frey Street
Ashland City, Tennessee 37015

INSTALLMENT DEED
FROM: Y. E. Kimbrell et ux
TO: Janet Paschal et al.

Land in the 14th Civil District of Davidson County, Tennessee, described as follows, to-wit: **BEGINNING** at an iron pin in the north margin of Jackman Road, the same being the southernmost corner of the Kimbrell property as described in a deed of record in Book 7513, Page 922, Register's Office for Davidson County, Tennessee; thence leaving said road, North 10 degrees 39 minutes 00 seconds East 172.08 feet to an iron pin; thence North 57 degrees 38 minutes 00 seconds West 45.35 feet to an iron pin; thence North 27 degrees 52 minutes 00 seconds East 350.82 feet to an iron pin; thence South 36 degrees 41 minutes 35 seconds East 258.86 feet to an iron pin in the north margin of said road; thence with the margin of said road, South 39 degrees 32 minutes 13 seconds West 210.52 feet to an iron pin; South 49 degrees 01 minute 00 seconds West 57.75 feet to an iron pin; South 52 degrees 38 minutes 00 seconds West 103.24 feet to an iron pin; and South 57 degrees 46 minutes 54 seconds West 62.05 feet to the beginning, **containing 1.72 acres, more or less.**

BEING a part of the same property conveyed to Y. E. Kimbrell and wife, Patricia A. Kimbrell, by deed from Michael J. Mainstruck, Jr. and wife, Paula R. Mainstruck, of record in Book 7513, Page 922, Register's Office for Davidson County, Tennessee.

Information for the above description was provided by the Grantors.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9292 PAGE 213

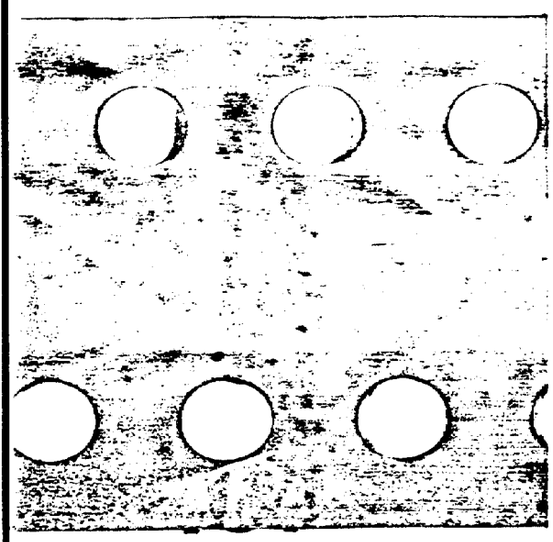
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TO - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	64500.00
MAMT	61500.00
CON TX	238.65
MOR TX	68.42
PRFEE	1.00
WDEED	12.00
TOTAL	320.07
CHECK	320.07

03/28/94 01 15:58 0001 6929

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



32491

IDENTIFICATION REFERENCE

94 MAR 28 PM 3:57

REGISTER
DAVIDSON COUNTY, TN.

No. 772228