"Maximum Principal Indebtedness
For Tennessee Recording Tax
Purposes is $36,000.00."

INSTALLMENT DEED

Address New Owners As Follows:

Paul E. Dickens
1009 Berry Street
Old Hickory, TN 37138

SEND TAX BILLS TO:

Paul E. Dickens
1009 Berry Street
Old Hickory, TN 37138

Map-Parcel

053-02-0 014.00
04D-40095

THIS INSTRUMENT PREPARED BY:

JAMES E. KIRBY, ATTORNEY
2907 12th Avenue North
P. O. Box 91102
Nashville, TN 37209

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $37,000.00

Paul E Dickens
Affiant

Subscribed and sworn to before me, this the 15th day of July, 1994.

Gloria K Ford
Notary Public

My Commission Expires:

March 23, 1996

FOR AND IN CONSIDERATION of the sum of Thirty-Seven Thousand and 00/100 Dollars ($37,000.00) for which the Grantee, being Paul E. Dickens (a single person), has executed an Installment Note of even date payable to the Grantor, being 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 Behel and Wife, Edith H. Behel, have this day bargained and sold, and do hereby transfer and convey unto the said Paul E. Dickens his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 299, Section "C-2", Village of Old Hickory, as shown on plan recorded November 10, 1950, Book 1835, Page 29, in Register's Office for Davidson County, Tennessee; fronting 114.0 feet on Fuller Street, containing 0.17 acres, more or less;

Subject to and/or reserving one (1) permanent easement 6 feet wide for sewer, water, electric and/or telephone cable, together with all rights in connec-

tion with said easement, including the ingress and egress over the property herein conveyed for servicing easement, all as shown on said recorded plan, which is made a part of this description by reference thereto.

Being the same property conveyed to Raymond Behel and Wife, Edith H. Behel by Certified Copy of Final Decree Confirming Sale, Chancery Court for Davidson County, Tennessee of record in Book 8871, page 878, Register's Office for Davidson County, Tennessee.

This is improved property, known as 1208 Fuller Street, 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 Behel and Wife, Edith H. Behel, their successors, heirs and assigns forever. We covenant with the said Paul E. Dickens 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, his 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 indebtedness and installments thereof, as they mature, as hereinafter provided, and for good and valuable consideration the said Grantee, hereinafter referred to as Trustor, 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 July 15, 1994 given to 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 I, the Trustor, 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 I 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 redemp-

tion, 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 Trustor agrees 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 Trustor agrees 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 Trustor agrees 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 15 day of July, 1994.

Raymond M. Behel, Grantor

Edith H. Behel, Grantor

Paul E. Dickens, Trustor

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Gloria K Ford, a Notary Public in and for said County and State, the within named, Raymond M. Behel and 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 15 day of July, 1994.

73397

IDENTIFICATION REFERENCE

PICK-UP

FILED JUL 21 PM 12:53

FELIX Z. DUNLAP, REGISTER

DAVIDSON COUNTY, TN

Gloria K Ford

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: March 23, 1996

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Gloria K Ford, a Notary Public in and for said County and State, the within named, Paul E. Dickens, the Bargainor, 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 15 day of July, 1994.

9428

Gloria K Ford

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: March 23, 1996

\DEEDS\ID-BEHEL.DIC 493170

01 CHECK 197.00



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

RECEIVED OF _____

FOR _____

BOOK 9413 PAGE 996

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

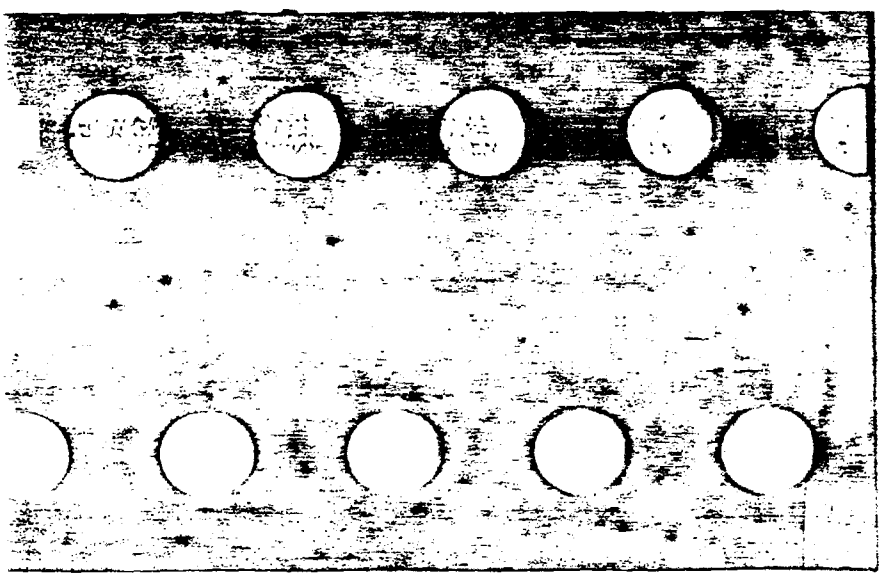
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
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				MAMT 36000.00
				CON TX 136.90
				MOR TX 39.10
				PRFEE 1.00
				WDEED 16.00
				TOTAL 193.00
				CHECK 193.00
			07/21/94 01	12:53 0001 9428

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

73397
IDENTIFICATION REFERENCE

94 JUL 21 PM 12:53
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 816004

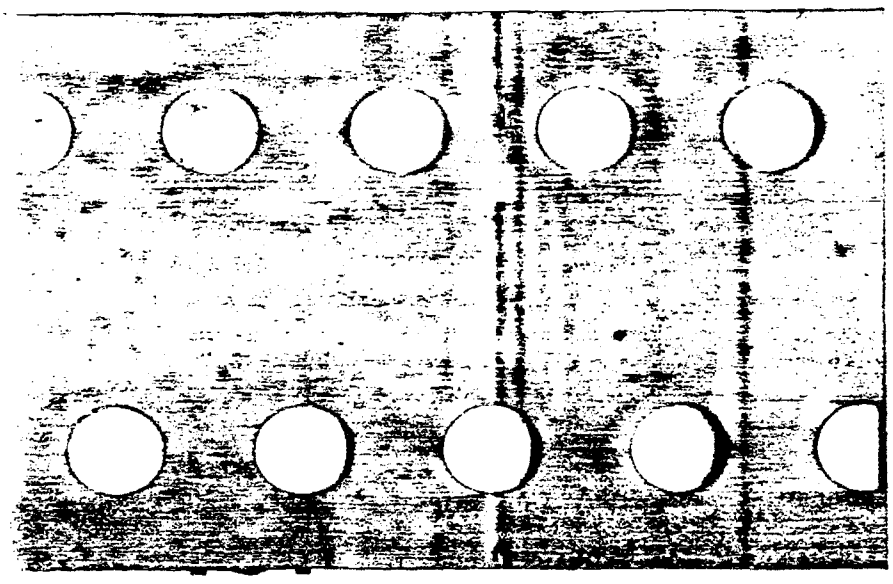


VOID

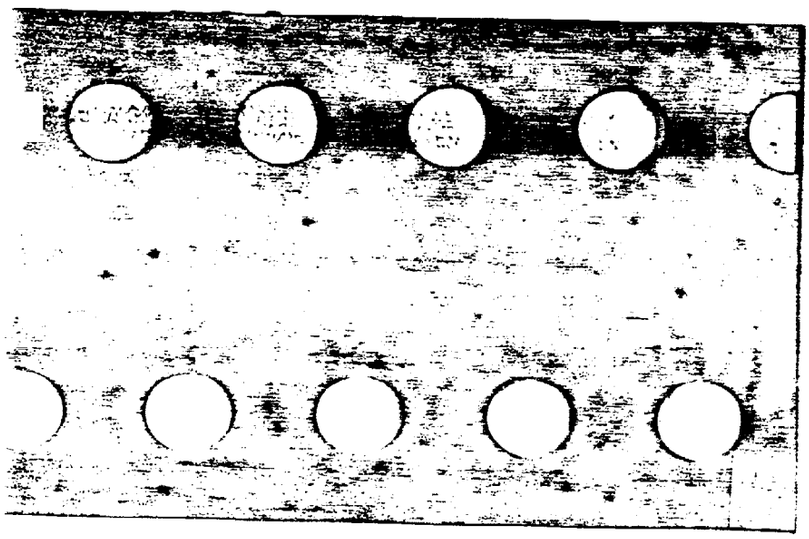
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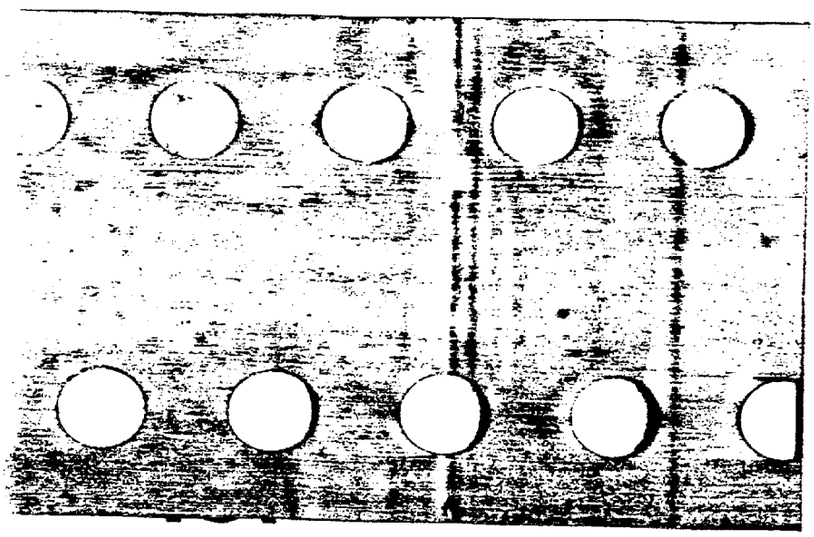
BOOK 9413 PAGE 998

BOOK 9413 PAGE 999



7-21-94





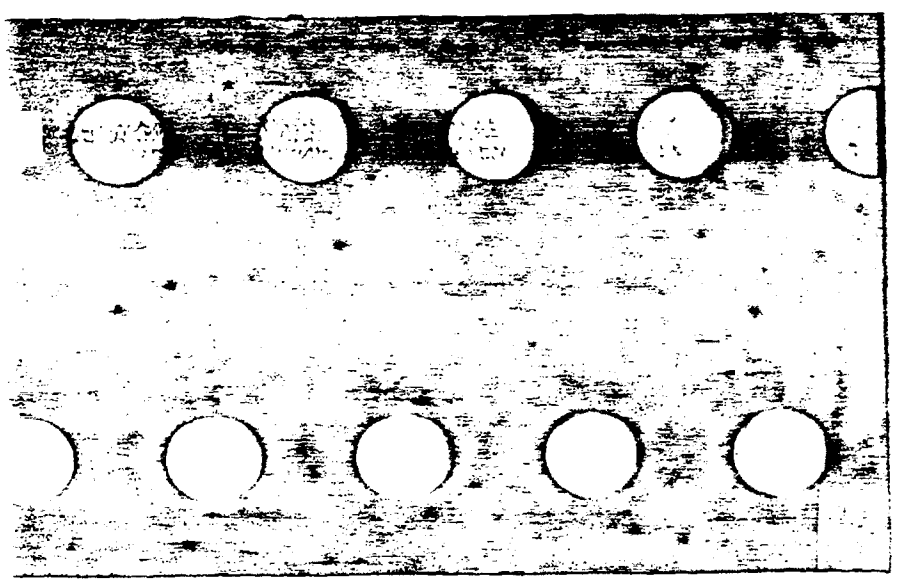
VOID

BOOK 9413 PAGE 997

BOOK 9413 PAGE 998

BOOK 9413 PAGE 999

7-21-94

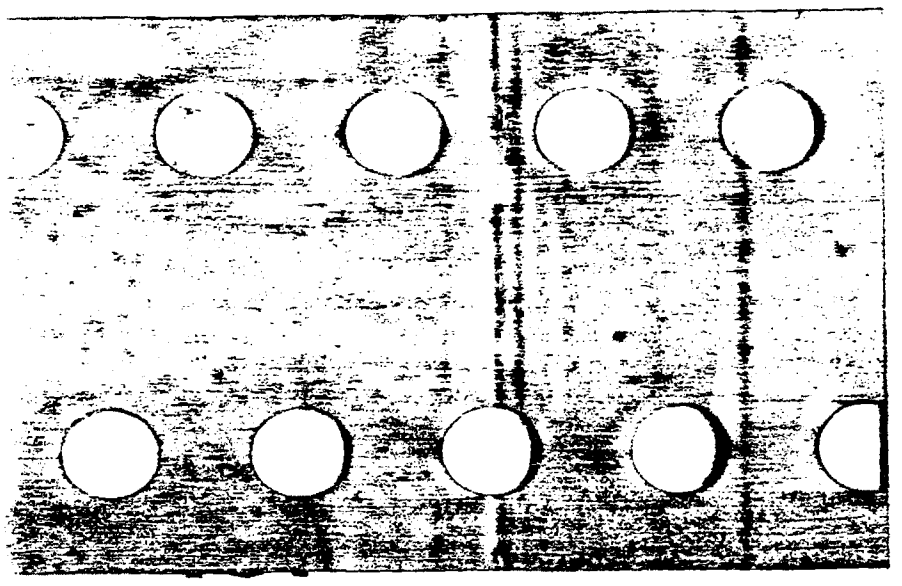


VOID

BOOK 9413 PAGE 997

BOOK 9413 PAGE 998

BOOK 9413 PAGE 999



7-21-94