# INSTALLMENT DEED

Address New Owners As Follows:
Dan and Teri Grinderslev
201 32nd Street
Old Hickory, TN 37138

SEND TAX BILLS TO:
Dan Grinderslev
201 32nd Street
Old Hickory, TN 37138

Map-Parcel
53
150

THIS INSTRUMENT PREPARED BY:
JAMES E. KIRBY, ATTORNEY
2214 Metrocenter Blvd.; S-128
Nashville, TN 37228

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )
The actual consideration or value, whichever is greater, for this transfer is
$39,000.00

Affiant

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $38,000.00."

Subscribed and sworn to before me, this the 28th day of February, 1992.

Notary Public

My Commission Expires:

95 JAN -9 AM 9:08
PELIA ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

23689
IDENTIF. ↑ REFERENCE

FOR AND IN CONSIDERATION of the sum of Thirty-Nine Thousand and 00/100 Dollars ($39,000.00) for which the Grantees, being Dan and wife, Teri Grinderslev, have 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 Dan and wife, Teri Grinderslev, their 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 7621, Page 987 of the Register's Office for Davidson County, Tennessee:

> A certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:
>
> Being Lot No. 7 in Block 7, extending on 32nd Street and at the intersection of Elliott Drive in Old Hickory, Tennessee. Lot No. 7 being 50 feet wide and 144 feet deep, as shown on a map recorded in Book 547, Page 97, R.O.D.C., Tennessee. With one water tap. This conveyance is made subject to any restrictions of record.
>
> Being the same property conveyed to Raymond M. Behel and wife, Edith H. Behel, by Warranty Deed from Ronald Wayne Pomeroy in Book 7621, Page 987, Register's Office for Davidson County, Tennessee.

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 Dan and wife, Teri Grinderslev 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 Grantees, their 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 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 February 27, 1992 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 28 day of February, 1992.

Raymond M. Behel

Edith H. Behel

Dan Grinderslev

Teri Grinderslev

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Adele Eveтts, a Notary Public in and for said County and State, the within named, Raymond M. Behel and wife, Edith H. Behel, Dan Grinderslev ~~and wife, Teri Grinderslev~~ JEK 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 28th day of February, 1992.

Adele Evetts
Notary Public

My Commission Expires:

_____

STATE OF TENNESSEE

COUNTY OF DAVIDSON

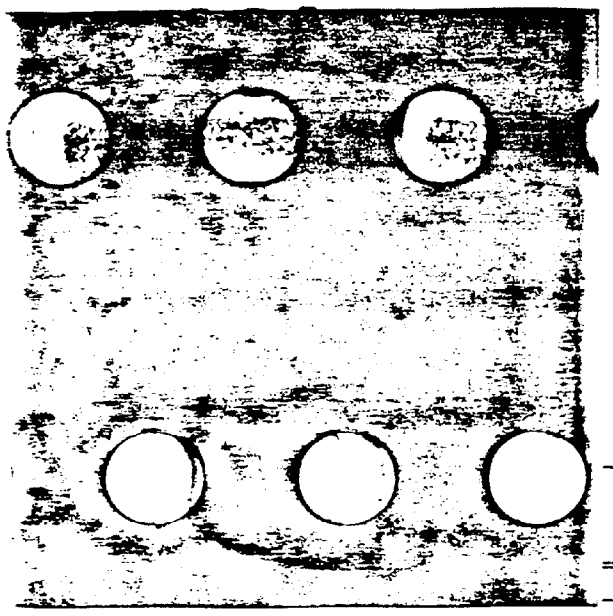
Personally appeared before me, Judy C. Prince, a Notary Public in and for said County and State, the within named, Teri Grinderslev, the Bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Old Hickory, Tennessee, this 3rd day of ~~February~~ March, 1992.

Judy C. Prince
Notary Public

My Commission Expires:
Nov. 5, 1994

0165 01/09 0101 03CHECK 202.70



**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

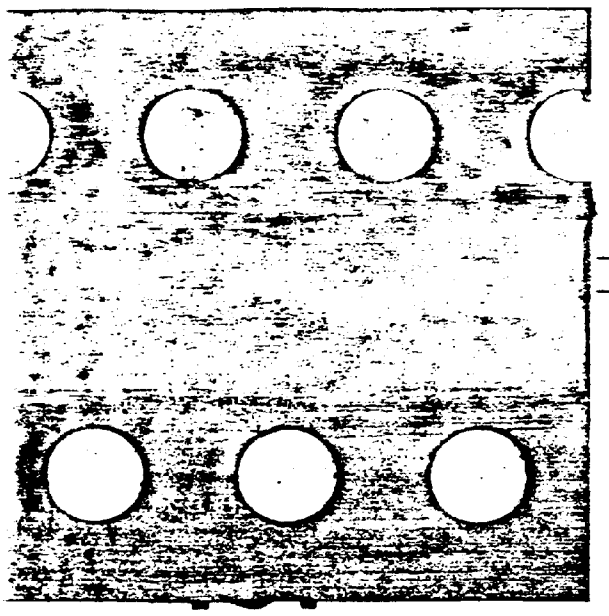
RECEIVED OF _____

FOR _____

BOOK 9566 PG 703

| | | |
|---|---|---|
| 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 | 39000.00 |
| MAMT | 38000.00 |
| CON TX | 144.30 |
| MOR TX | 41.40 |
| PRFEE | 1.00 |
| WDEED | 16.00 |
| TOTAL | 202.70 |
| CHECK | 202.70 |

01/09/95 01 09:08 0001 0165

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

23689
IDENTIF. ← REFERENCE

95 JAN -9 AM 9:08

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

**No.** 870026