THIS INSTRUMENT PREPARED BY:
Robert J. Notestine, III
Attorney at Law
104 Woodmont Blvd., Suite 115
Nashville, TN 37205

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS: $24,925.00.

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
Billie W. Rickles 110 Airfloat Drive Hendersonville, TN 37075	New Owner	Map 93-16 Parcel 361

FOR AN IN CONSIDERATION OF the sum of Twenty Four Thousand Nine Hundred Twenty Five and No/100 ($24,925.00) Dollars, which has been paid in the form of an Installment Deed Note executed by BILLIE W. RICKLES, hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged by Leon Ruben and Morris Rubin, Howard Carl Rubin and Marilyn Sandra Rubin, hereinafter referred to collectively as "Grantor," in the original principal amount of Twenty Four Thousand Nine Hundred Twenty Five and No/100 ($24,925.00) Dollars, payable with interest thereon as therein provided in One Hundred Twenty (120) monthly installments of interest, which instrument provides for the payment of collection costs, attorney's fees, and other costs and expenses incident to collection.

To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantor to Grantee.

Grantor has this day bargained and sold, and does hereby transfer and convey unto Grantee, Grantee's heirs and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A", which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $28,500.00.

Billie W Rickles
AFFIANT

SUBSCRIBED and sworn to before me this 29th day of June, 1995.

NOTARY PUBLIC

My Commission Expires: Jan 24, 1998

This is improved real property known as 87 Donelson Street, Nashville, Tennessee 37210.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantee, Grantee's heirs and assigns forever. Grantors covenant that they are lawfully seized and possessed of said real property in fee simple, that they have a good right to convey the same, and that the same is unencumbered except for 1995 Metropolitan Nashville and Davidson County, Tennessee, real property taxes, matters shown on any recorded subdivision plat for such parcel, any applicable, easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property, and all other matters contained in the public records and within the knowledge of Grantee.

Grantor further covenants and binds themselves, their heirs, and assigns, to warrant and forever defend the title to said real property to Grantee and Grantee's heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of a default under the terms of the said Installment Deed Note or this instrument, Grantee hereby transfers and conveys unto Robert J. Notestine, III, Trustee, his successors and assigns, the real property described in Exhibit "A", together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantee agrees to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holder of the indebtedness herein secured as a loss payee.

Grantee further covenants to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantee fails to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holder of the indebtedness secured herein, or either 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 herein and to charge interest thereon at the highest lawful rate under the then existing law of the state of Tennessee. The failure of Grantee to immediately reimburse the Trustee or the holder, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder.

Now, if Grantee shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantee fails to pay any installments due under the terms of the Installment Deed Note, or fail to pay said taxes, or fail to keep the improvements insured and maintained, as hereinabove provided, or fail to reimburse the Trustee or the holder for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holder of the indebtedness secured herein, all principal, interest, and sums so advanced shall become immediately due and payable, without notice, in which event the trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily, or weekly,

published in Davidson County, Tennessee, to well the said real property, or any portion thereof at the front door of the courthouse in said County to the highest bidder for case, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions and rights of redemption, of every kind, whether created by statute or common law, which are hereby expressly waived,. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to executed and deliver a deed to the purchaser. The holder of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantee agrees that Trustee or the holder of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantee further agrees that in the event Trustee or the holder of the indebtedness herein secured elect not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the trustee, or his successor in trust, of a deed for said real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantee, or to Grantee's order.

The holder of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

Neither the real property described herein nor any portion thereof, nor any interest therein may be sold or otherwise transferred without the prior written consent of the holder of the Installment Deed Note, which consent may be withheld for any reason. The real property herein described may not be encumbered by secondary or inferior liens securing an indebtedness to a third party without the prior written consent of the holder of the Installment Deed Note; provided, if foreclosure proceedings on any such inferior lien should be advertised or instituted by the holder of the indebtedness thereby secured, the same shall constitute an event of default hereunder. In the event any notice of mechanics', materialmen's, laborers', furnishers', architects', engineers' or other involuntary lien is filed against any portion of the real property described herein, the filing of the same shall constitute an event of default hereunder. The improvements presently located upon the real property described herein may not be demolished without the prior written consent of the holder of the Installment Deed Note. For the purposes of this instrument, the voluntary

destruction of twenty-five (25.0%) percent or more of the fair market value of said improvements shall be considered a demolition thereof unless said destruction is incident to a plan of renovation or expansion of the same, which has been previously approved by the holder of the Installment Deed Note.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Installment Deed on this 24th day of June, 1995.

GRANTOR:

Leon Ruben

Morris Rubin

Morris Rubin

Marilyn Sandra Rubin

Howard Carl Rubin by: Herman A. Ruben, His Attorney In Fact

GRANTEE:

BILLIE W. RICKLES

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Billie W. Rickles, the bargainor, 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 29th day of June, 1995.

NOTARY PUBLIC

My Commission Expires: January 24, 1998

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in an for said County and State, the within named Leon Ruben, Morris Rubin and Marilyn Rubin, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 29th day of June, 1995.

NOTARY PUBLIC

My Commission Expires: January 24, 1998

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 29th day of June, 1995, before me personally appeared Herman A. Ruben, to me known to be the person who executed the foregoing instrument on behalf of Howard Carl Rubin and who acknowledged that he executed the same as the free act and deed of Howard Carl Rubin.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 29th day of June, 1995.

NOTARY PUBLIC

My Commission Expires: January 24, 1998

EXHIBIT "A" BOOK 9722 PG 654

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 7 of Block "C" on the Plan of Hermitage Addition to Nashville, of record in Book 57, page 43, Register's Office for said County.

SAID Lot No. 7 fronts 50 feet each on the easterly side of Donelson Street and runs back between parallel lines, with the southerly margin of an alley, 150 feet to an alley in the rear.

Being the same property conveyed to Mrs. Rose Ruben by Deed from Willie Lee Holt and wife, Ollie Bell Holt of record in Book 4165, Page 333, Register's Office for Davidson County, Tennessee.

Rose Ruben has since died and title has vested in their children, Leon Ruben and Jeanette Rubin through her Last Will and Testament of record in Will Book 131, Page 117, Probate Court for Davidson County, Tennessee.

Jeanette Rubin has since died and her interest in the subject property has vested in her heirs at law, Howard Carl Rubin, Marilyn Sandra Rubin and Morris Rubin. Affidavits of Heirships in support of the chain of title are of record in Book 9722, page 632, * Register's Office for Davidson County, Tennessee. *and in Book 9722, Page 633

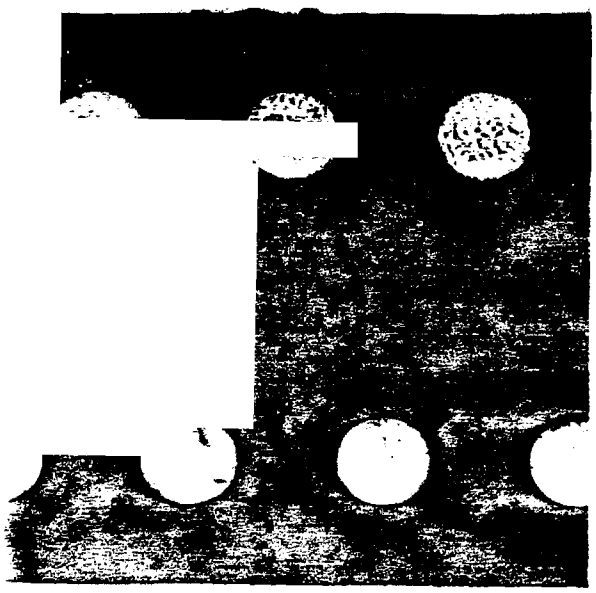
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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE

00076423



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

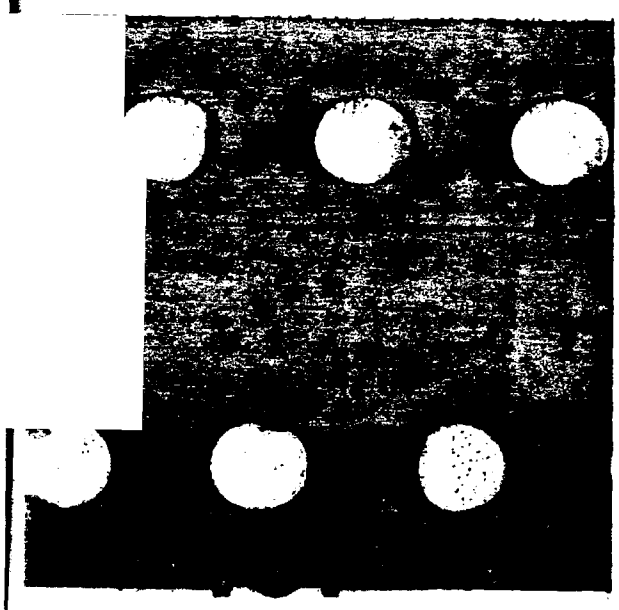
RECEIVED OF _____

FOR _____

BOOK 9722 PG 655

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	28500.00
MAMT	24925.00
CON TX	105.45
MOR TX	26.37
PRFEE	1.00
WDEED	24.00
TOTAL	156.82
CHECK	156.82

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/05/95 01 15:48 0001 8215

0076423
IDENTIF. & REFERENCE

95 JUL -5 PM 3:46
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 927362