PREPARED BY
SCHULMAN, LEVEY, MANSTEAD

Installment Deed

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ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
DAVID M. HUDSON, et ux. (NAME)	7 Delta Federal S+L (NAME)	148-12200
4623 Artelia Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Antioch TN 37013 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FORTY NINE THOUSAND ($49,000.00) *Dollars, of which* FOUR THOUSAND ($4,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FORTY-FIVE THOUSAND ($45,000.00) *Dollars,*

DAVID M. HUDSON and wife, TRICA L. HUDSON *have executed* and Installment Deed Note in the original principal amount of TWENTY ONE THOUSAND SIX HUNDRED THIRTY EIGHT DOLLARS ($21,638.00) with interest at seven (7%) per cent per annum compounded for ten (10) years and payable at twelve (12%) per cent interest for one hundred and twenty (120) equal monthly installments of THREE HUNDRED TEN DOLLARS and FIFTY CENTS ($310.50) per month commencing the 15th day of July, 1992, and the assumption of an indebtedness in the original principal amount of SEVENTEEN THOUSAND SEVEN HUNDRED DOLLARS ($17,700) executed by DELBERT HIX and wife, BEVERLY C. HIX, and secured by Deed - *and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed.* DELBERT HIX and wife, BEVERLY C. HIX, *have this day bargained and sold, and do hereby transfer and convey unto the said* DAVID M. HUDSON and wife, TRICA L. HUDSON *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 17 on the Plan of Hazelwood, Section 12, of record in Book 4300, Page 143, Register's Office for Davidson County.

SAID Lot No. 17 fronts 60.79 feet on the Westerly margin of Artelia Drive and runs back between lines 189.78 feet on the Northerly line and 163.70 feet on the Southerly line to a dead line in the rear which is a broken line and measures 105.94 feet thereon.

BEING the same property conveyed to Delbert Hix and wife, Beverly C. Hix, by Deed from R. B. Woodroof and wife, Margrette D. Woodroof, of record in Book 4668, Page 478, Register's Office for Davidson County, Tennessee.

Restricted Covenants of record in Book 4562, Page 138, Register's Office for Davidson County, Tennessee.

(continued from first paragraph)
of Trust of record in Book 4668, Page 480, Register's Office of Davidson County, Tennessee to secure Kimbrough-Kavanaugh and Associates and subject to a second indebtedness in the original principal amount of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS ($18,500.00), executed by DAVID M. HUDSON and wife, TRICA L. HUDSON, and secured by Deed of Trust of record in Book _____, Page _____, Register's Office for Davidson County, Tennessee, to secure said sum to Third National Bank, it being agreed that the Vendor's Lien retained herein is and shall be a third lien and subordinate to the rights of the first and second liens.

During the term of the vendors lien retained herein, the Grantees shall not sell, transfer, convey or encumber the real estate conveyed herein without the prior written consent of the holder of the vendors lien. Failure to obtain such consent shall entitle the holder of the vendors lien to declare the entire balance of the indebtedness secured hereby immediately due and payable together with all accrued interest thereon.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 49,000.00 CCD

Subscribed and sworn to before me, this the 14th day of June 19 82

David M Hudson
Affiant

My commission expires: 4/20/86
(Affix Seal)

Rebecca B Wood
Notary Public

unimproved ( )
This is improved ( ) property, known as 4623 ARTELIA DRIVE, ANTIOCH, TENNESSEE 37013
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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. Except as herein above set forth and Grantee's agree to assume and pay taxes for the year 1982, which are not yet due and payable
We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto JOHN A. GUPTON, III, *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:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14th *day of* June, 19 82

Delbert Hix
DELBERT HIX

Beverly C. Hix
BEVERLY C. HIX, His Wife

David M. Hudson
DAVID M. HUDSON

Trica L. Hudson
TRICA L. HUDSON, His Wife

6955

FEE $ NO REFERENCE
JUN 14 4 17 PM '82
FELIX E. ALSUP, JR. REGISTER
DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rebecca B. Wood *a Notary Public in and for said County and State,* Delbert Hix, Beverly Hix, David M. Hudson, Trica L Hudson

the within named 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 Nashville *Tennessee, this* 14th *day of* June, 19 82

Rebecca B. Wood
Notary Public

REBECCA B. WOOD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 4/20/86

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

RECEIVED OF _____

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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
			49000.00- CO	
			45000.00- MO	
			127.40 CO TX	
			43.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 179.90-	
			2546A06/14/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9559

IDENTIFYING REFERENCE

JUN 14 4 17 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 886306