THIS INSTRUMENT WAS PREPARED BY

Mail

James L. Fuqua, Jr., Atty., 919 W. Main St., Hendersonville, TN 37075

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The Actual Consideration or Value, Whichever is Greater, For This Transfer is $67,470.00

SUBSCRIBED AND SWORN TO BEFORE ME, this the 14th day of June, 1985.

Commission Expires 5-07-84

NOTARY PUBLIC

NOTARY PUBLIC, DAVIDSON COUNTY, TENNESSEE AT LARGE

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
BBG Properties 1701 17th Ave South Nashville, TN 37203	SAME	Map No. 104-8 Parcel No. 271

INSTALLMENT DEED

BE IT REMEMBERED THAT FOR AND IN CONSIDERATION OF THE SUM OF $67,470.00 DOLLARS of which $ 15,000.00 has been paid in cash by BBG PROPERTIES , the receipt of which is hereby acknowledged, and for the remainder BBG PROPERTIES has executed its note secured by this agreement in the principal sum of $52,470.00 (together with interest as provided by the note and other charges upon default), Mildred C. Fuqua, has this day bargained and sold, and by this deed does hereby transfer and convey unto BBG PROPERTIES, a Tennessee partnership, its successors and assigns, certain real estate in DAVIDSON County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being part of Lot No. 58 in the O.B. Hays plan of large lots called Rokeby, as of record in Book 21, page 87, in the Register's Office for Davidson County, Tennessee.

Said part of Lot No. 58 begins in the westerly margin of 17th Avenue South formerly Addison Avenue, on the line between lots Nos. 58 and 68 on said plan; thence with the line between said two lots westwardly 157.25 feet, more or less to the easterly margin of a proposed alley; thence with said alley northwardly fifty five feet; thence parallel with the first line eastwardly 157.25 feet, more or less, to the westerly margin of said Avenue; thence with said Aveneue southwardly fifty five feet to the beginning.

Being the same property conveyed to James L. Fuqua (now deceased) and wife, Mildred C. Fuqua by Eleanor Brower Brown by deed of record in Book 4173, page 508 in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to taxes for the year 1985 which have been pro-rated and assumed by the Grantees.

This property is improved property known as 1701 17th. Ave. South Nashville, Tennessee.

TO HAVE AND TO HOLD the real estate with the appurtenances, estate, title and interest thereto belonging to BBG PROPERTIES, its successors and assigns forever. Mildred C. Fuqua covenants that she is lawfully seized and possessed of the real estate in fee simple, has a good right to convey it, and that it is unencumbered, except for an easement of record in Book 4716, page 869 in the Register's Office for Davidson County, Tennessee.

Mildred C. Fuqua further convenants and binds herself, her heirs, and representatives to warrant and forever defend the title to the real estate to BBG PROPERTIES, its successors and assigns, against the lawful claims of all persons.

AND NOW for the purpose securing payment of all sums which are part of the consideration or become due in the future due to covenants made by BBG PROPERTIES herein or covenants made by it in the installment-deed-note and for the further consideration of one dollar, to it in hand paid, the receipt of which it hereby acknowledges, BBG PROPERTIES does hereby transfer and convey unto JAMES L. FUQUA JR. TRUSTEE, his successors and assigns the real estate hereinbefore described with the appurtenances, estate, title and interest belonging thereto for the purpose of securing the debt, only.

BBG PROPERTIES does hereby agree to keep the real estate described herein and all improvements thereon, insured by a reliable fire insurance company for a sum equal to the debt secured by this installment deed, and to have the loss, if any, made payable on the policy to the Trustee for the use and benefit of the lawful owners and holders of the debt secured hereby, as their interest may appear and to furhish a copy of the policy to the Trustee or his successors.

BBG PROPERTIES further agrees to keep the improvements on the real estate in good repair and preservation and to pay all taxes and assessments thereon, and to pay them when due. If BBG PROPERTIES fail to do either, then the Trustee, or the lawful owner and holder of the debt may do any or all of these things, and the sums so expended shall be due and payable immediately without notice or demand and shall become a part of the debt secured herein, and shall bear interest from the date of payment at the maximum legal rate.

Now, if BBG PROPERTIES pays the promissory note above described when due, according to its terms, and pays the taxes, and keeps the improvements insured, and keep up repairs, then this trust conveyance shall be of no further force or effect. But if BBG PROPERTIES fails to pay any installment, principal or interest, on the promissory note promptly when due, or if it fails to pay taxes, keep up repairs or keep the premises insured, or if BBG PROPERTIES fail to reimburse the Trustee or lawful owner of the note, with interest, so expended by the Trustee and note holder, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of the promissiry note, the entire unpaid balance, principal and interest, due on the note shall immediately become due and payable, without notice or demand, and the Trustee, or his successors in trust, is hereby authorized and empowered to sell the real estate at the Davidson County Courthouse door to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which BBG PROPERTIES hereby expressly waives. Prior to the sale the Trustee shall give twenty (20) days notice by three publications in any newspaper, daily or weekly published in Davidson County. The Trustee, or his successors in trust, is authorized and empowered to execute and deliver a deed to the purchaser. Mildred C. Fuqua and the holders of debt secured hereby may bid at any sale under this trust conveyance. BBG PROPERTIES agrees, that the Trustee may, at any time after default, enter and take possession of the real estate and shall only account for the net rents actually received by it. BBG PROPERTIES further agrees that, in the event the Trustee fails, before selling the real estate, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him of a deed for the real estate.

In case of a sale the proceeds will be applied by the Trustee; first to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein created including a reasonable Trustee's fee and a reasonable attorney's fee for advice for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of the lien and also the expenses of any such litigation; second to the payment of the promissory note herein secured, and any and all sums expended in the protection of the property; third, the residue, if any, will be paid to BBG PROPERTIES, their representatives or assigns.

Trustee shall give Tom Graves and/or Bill Hancock 10 days notice to correct delinquency by certified letter to the property address prior to accelerating note.

In case of the death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the lien 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 Trustee shall be vested in the successor.

BOOK 6584 PAGE 711

The 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 WHEREOF, We the grantor and grantee, have hereunto set our hands this 18th day of June, 1985.

Mildred C. Fuqua
MILDRED C. FUQUA

BBG PROPERTIES

By: Bill Hancock
Bill Hancock, Partner

Tom Graves
Tom Graves, Partner

J. 1 3869
IDENTIF. REFERENCE
JUN 18 12 42 PM '85
FEE
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Larry Newell, a Notary Public within and for the State and County aforesaid, personally appeared Bill Hancock and Tom Graves, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be partners of BBG Properties, a Tennessee partnership, and that they as such partners, being authorized to so do, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by Bill Hancock and Tom Graves as partners.

Witness my hand and official seal, at Nashville, Tennessee, this the 18th day of June 1985.

Larry Newell
NOTARY PUBLIC

My Commission Expires:
5-07-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Larry Newell, a Notary Public in and for the State and County aforesaid, personally appeared the within named Mildred C. Fuqua, 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 Nashville Tennessee, this the 18th day of June, 1985.

Larry Newell
NOTARY PUBLIC
My Commission Expires: 5-07-86

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6584 PAGE 712

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
			67470.00- CAMT.	
			52470.00- MAMT.	
			175.50 CSTAX	
			50.50 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	235.50-
9285A	06/18/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J 138 69

IDENTIF. T REFERENCE

JUN 18 12 42 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 145690