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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

E. William Ewers and wife,

~~Marge Ewers~~

TO

David Hudgens and wife,
Doris Hudgens

Mail

For draftsman's use

This instrument prepared by:
Walter S. Clark, Jr.
Attorney at Law
513 Stahlman Building
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Hudgens et ux (NAME)	same (NAME)	Map 104-13
301 Bowling Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 101
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	FB 26W8275

(FOR REGISTER'S USE)

90363

IDENTIFICATION REFERENCE

FEB 4 11 23 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 375,000.00 Serena Hutton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF February 1987.

B. Edwards
Notary Public

~~MY COMMISSION EXPIRES:~~ Dep. Reg.

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Three Hundred Seventy Five Thousand and no/100 ($375,000.00) DOLLARS

of which $ 125,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date payable to the order of E. William Ewers and Marge Ewers in the amount of $250,000.00 payable on or before April 1, 1987 plus interest at the rate of 9% per annum.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

E. William Ewers and wife, Marge Ewers

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

David Hudgens and wife, Doris Hudgens

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the northerly 70 feet of Lot number 2 of Block "K" on the Map of The Whitland Realty Company's Subdivision, as of record in Book 332, page 141, Register's Office for Davidson County, Tennessee, and Lot "A" on the Map showing Second Subdivision of Lots number 1 and 12 of Block "K", The Whitland Realty Company's Subdivision as of record in Book 547, page 17, Register's Office for Davidson County, Tennessee, being the south half of Lot 1 of said Block "K", southerly one-half of unname street as shown on Map of Second Subdivision of Lot Nos. 7 and 8, Block "J" and Lots Nos. 1 and 12, Block "K", The Whitland Realty Co.s' Subdivision of record in Book 547, page 17, said Register's office, and closed by Metropolitan County Council Bill No. 68-632 and recorded in Book 4289, page 84, said Register's Office.

Said northerly part of Lot number 2 fronts 70 feet on the westerly side of Bowling Avenue, formerly Whitland Avenue, and runs back between parallel lines 180 feet to the east line of Lot number 11.

Said Lot "A" fronts 50 feet on the westerly side of Bowling Avenue, formerly Whitland Avenue, and runs back between parallel lines with the southerly margin of a 50 foot street 180 feet to the east line of Lot "B"; said lots "A" and the northerly part of Lot 2 adjoin each other and made 1 lot fronting 120 feet on said Whitland Avenue.

Said southerly one-half of closed unnamed street fronts 25 feet on the westerly margin of Bowling Avenue, Whitland Avenue, and extends back between parallel lines 180 feet to a dead line in the rear.

Being the same property conveyed to E. William Ewers and wife, Marge Ewers by deed from Valentine Properties, Inc. of record in Book 6648, page 407, Register's Office for Davidson County, TN.

This is improved property known as 301 Bowling Avenue, Nashville, Tennessee 37205

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and represenatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto D. L. Clark Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ 250,000 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any 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 therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, 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, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, representatives or assigns.

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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 lien notes, or, if more than one, then of the first-maturing unpaid 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said 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 said grantors and grantees, have hereunto set our hands this the 3rd day of February 19 87.

DAVID HUDGENS

E. WILLIAM EWERS

DORIS HUDGENS

MARGE EWERS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Betty C. Reaney a Notary Public in and for said County and State, the within named E. William Ewers

the bargainors, 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 2nd day of February, 1987.

Betty C. Reaney Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires May 4, 1987

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, DINAH L CLARK, a Notary Public in and for said County and State, the within named Marge Ewers, David Hudgens and wife, Doris Hudgens, the bargainors with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 3 day of February, 1987.

Dinah L Clark
NOTARY PUBLIC

DINAH L. CLARK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires: 9/9/89

2/4 1987 REC'D FOR REC'D

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

RECEIVED OF _____

FOR _____

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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

375000.00-	CAMT.
250000.00-	MA'T.
1050.00	CSTAX
840.00	MSTAX
.50	PRFEE
6.00	WDEED
CHECK	1304.50-
	.00

RECEIPT IS NOT VALID UNTIL CHECK(S) PAID BY BANK

90363

IDENTIFICATION REFERENCE

FEB 4 11 23 AM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 42057