This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
CHARLES E. JONES

TO
DONALD HUDGINS, AND
ANITA GAIL POTTS

For draftsman's use
ROBERT N. SKINNER, ATTORNEY
311 Church Street
316 Exchange Building
Nashville, Tennessee 37201
Phone # (615) 255-8917

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald Hudgins & Anita Gail Potts (NAME)	Donald Hudgins & Anita Potts (NAME)	Map 46
4884 Bull Run Road (STREET ADDRESS OR ROUTE NUMBER)	4884 Bull Run Road (STREET ADDRESS)	Parcel 30
Ashland City, TN. 37015 (CITY) (STATE) (P. O. ZIP)	Ashland City, Tennessee 37015 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

88306 IDENTIFICATION REFERENCE

FEB 2 10 55 AM '93 REGISTER DAVIDSON COUNTY, TN

PICK-UP

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$47,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF February, 1993

Notary Public

MY COMMISSION EXPIRES: November 20, 1996

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty-Seven Thousand Five Hundred Dollars ($47,500.00) DOLLARS

of which $ $10.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees shall pay the sum of Five Hundred Ten Dollars and Forty-Four Cents ($510.44) in 180 monthly installments beginning on March 1, 1993 with the final monthly installment of Five Hundred Nine Dollars and Twenty-Seven Cents due on February 1, 2008.

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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.

CHARLES E. JONES

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

Donald Hudgins and Anita Gail Potts

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

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, lying along the northerly margin of Bull Run Road, being a portion of the property conveyed to Herbert Smith, et. ux. by deed of record in Book 2647, Page 621, R.O.D.C.,TN., and being more particularly described by survey of Crawford Land Surveying Company dated December 31, 1992, as follows:

Beginning at an iron pin in the northerly margin of Bull Run Road, said iron pin being the southwesterly corner of the property conveyed to Joe David Bolling, et. ux. by deed of record in Book 5323, Page 25, Register's Office of Davidson County, Tennessee; thence, with the northerly margin of Bull Run Road, with a curve to the left having a radius of 509.68 feet for a length of 246.93 feet to a point in the southeast corner of the property conveyed to Michael L. Potts by deed of record in Book 5623, Page 387, R.O.D.C.,TN; thence with Pott's easterly line North 2 Degrees 9 Minutes 46 Seconds West 1103.60 feet to an iron pin; thence, with the westerly line of the property conveyed to Henry Pay Phelps, et. ux. by deed of record in Book 6528, Page 199, R.O.D.C.,TN., South 24 Degrees 1 Minute 45 Seconds East 961.17 feet to an iron pin in the westerly line of aforementioned Bolling property; thence, with said westerly line, the following calls: South 39 Degrees 25 Minutes 17 Seconds West 144.09 feet to an iron

(CONTINUED)

This is unimproved ( ) improved (X) property, known as 4884 Bull Run Road, Ashland City, Tennessee 37015
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 representatives, 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 Mike Forte 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 $ 47,500.00 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, 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 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:

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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.

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 1st day of February 19 93.

Donald Hudgins
DONALD HUDGINS

Charles E Jones
CHARLES E. JONES

Anita Gail Potts
ANITA GAIL POTTS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, BARRY B. BISHOP, a Notary Public in and for said County and State, the within named Charles E. Jones, Donald Hudgins and Anita Gail Potts

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 311 Church Street, 316 Exchange Bldg. Nashville, Tennessee, this 1st day of February, 19 93

Barry B Bishop, Notary Public

Commission expires November 20, 1996.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____, the within named bargainor, a corporation, and that _____ he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____,

this _____ day of _____, 19_____.

_____, Notary Public.

Commission expires _____.

pin; thence, with a curve to the left having a radius of 135.72 feet for a length of 106.79 feet to an iron pin; thence, South 10 Degrees 35 Minutes 30 Seconds East 58.82 feet to an iron pin; thence South 18 Degrees 16 Minutes 20 Seconds West 50.09 feet to the point of beginning, containing 5.23 acres, more or less.

Being part of the same property conveyed to Herbert Smith and wife, Laura Ada Smith by deed from L. W. Butler and wife, Mary Butler, of record in Book 2647, Page 621, Register's Office of Davidson County, Tennessee.

Being the same property conveyed by Deed of Trust from Herbert Smith and wife, Laura Ada Smith, to Fidelity Federal Savings and Loan Association of Tennessee, now Union Planters National Bank, by deed of record in Book 6058, Page 96, Register's Office of Davidson County, Tennessee.

Being the same Deed of Trust released to Herbert Smith as surviving spouse, by Deed of Trust Release from Fidelity Federal Savings and Loan Association of Tennessee, now Union Planters National Bank, of record in Book 8849, Page 510, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Charles E. Jones by deed from Herbert Smith, and wife, Dorothy Mai Smith, of record in Book 8851, Page 17, Register's Office of Davidson County, Tennessee.

Easements for water lines as of record in Book 6400, Page 709, Book 6615, Page 687, and in Book 6642, Page 454, Register's Office of Davidson County, Tennessee.

Easement granted to United States of America for right of way for power lines 150 feet wide set out in deed from Rosie Lee Souglas Thomas of record in Book 1318, Page 199, Register's Office of Davidson County, Tennessee.



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

CAMT 47500.00
MAMT 47500.00
CON TX 175.75
MOR TX 52.33
PRFEE 1.00
WDEED 12.00
TOTAL ~~241.08~~
CHECK ~~241.08~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/02/93 01 10:54 0001 8379

88306

IDENTIFICATION REFERENCE

FEB 2 10 55 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 616915