DEED OF TRUST

THIS INSTRUMENT PREPARED BY:

Ronald L. Stone
Attorney at Law
211 Printer's Alley, Suite 502
Nashville, Tennessee 37201
(615) 256-5335

THE MAXIMUM PRINCIPAL INDEBTEDNESS UNDER THIS INSTRUMENT FOR TENNESSEE RECORDING TAX PURPOSES IS $5,000.

FOR AND IN CONSIDERATION OF One Dollar to me paid, the receipt of which is acknowledged and the other considerations hereinafter mentioned, I, Elayanne Rucker Hawkins, have this day bargained and sold, and do hereby transfer and convey to Lisa Cowan, Trustee, and her successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit: *Davidson Co. TN

Land in Davidson County, Tennessee, being Lot No. 109 on the Map of Treppard Heights Subdivision, Section VII, of record in Book 2900, page 13, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Elayanne B. Rucker, unmarried, by Deed from Estate of Bertha A. Holt, of record in Book 6891, page 918, the said Elayanne B. Rucker having since married to Lorenzo Hawkins, Jr. and said Elayanne B. Rucker being now known as Elayanne Rucker Hawkins.

The said Lorenzo Hawkins, Jr. joins in this instrument for the purpose of the conveyance of any right, title or interest he may have in the aforesaid property arising out of his marriage to Elayanne B. Rucker, now Elayanne Rucker Hawkins.

TO HAVE AND TO HOLD said property to the said Lisa Cowan, Trustee, and her successor in trust, forever, I covenant that I am lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered, except as to a first mortgage in favor of U.S. Department of HUD. I further covenant and bind my heirs and representatives to warrant and defend the title to said property to the said Lisa Cowan, Trustee, and her

successor in trust, and her assigns, forever, against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure the payment of a Deed of Trust Note of even date in favor of State of Tennessee ex rel Valerie Hawkins pursuant to an Order of the Fourth Circuit Court for Davidson County, Tennessee under Docket No. 86D-2808, the terms and conditions thereof being more fully set forth therein, the purpose of said Note being to secure the payment of all monies earned by Lorenzo Hawkins, Jr. through his employment with the Metropolitan Health Department of Nashville, Davidson County, Tennessee from the date of this instrument through the payroll of July 22, 1994.

Now, if the sums aforesaid shall be paid when due, according to the terms of said Note, then this instrument is to be of no further force or effect. But if said sums of money are not paid when due as aforesaid, or any part of said sums, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable; and upon such default, this conveyance remains in full force and effect, and the said Trustee, or her successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by weekly publication in the Nashville Record of Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and 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 her successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. I agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And I agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of its insurable value until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the

benefit of the owners and holders of the debt herein secured. I agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and, in case I fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second - To pay said debt, or any balance thereof, then remaining unpaid.

Third - The residue to be paid to Elayanne Rucker Hawkins or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Lisa Cowen, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Elayanne Rucker Hawkins and all persons holding under her shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or her successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

Witness our hands this 4 day of April, 1994.

Elayanne Rucker Hawkins
ELAYANNE RUCKER HAWKINS

Lorenzo Hawkins, Jr.
LORENZO HAWKINS, JR.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Leslie Weathersford, a Notary Public in and for said County and State, the within named ELAYANNE RUCKER HAWKINS, the bargainor 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, this 4th day of April, 1994.

Leslie Weathersford
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires JAN. 25, 1997.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Deborah Pittman, a Notary Public in and for said County and State, the within named LORENZO HAWKINS, JR., the bargainor 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, TN, this 4 day of April, 1994.

Deborah Pittman
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-25-95.

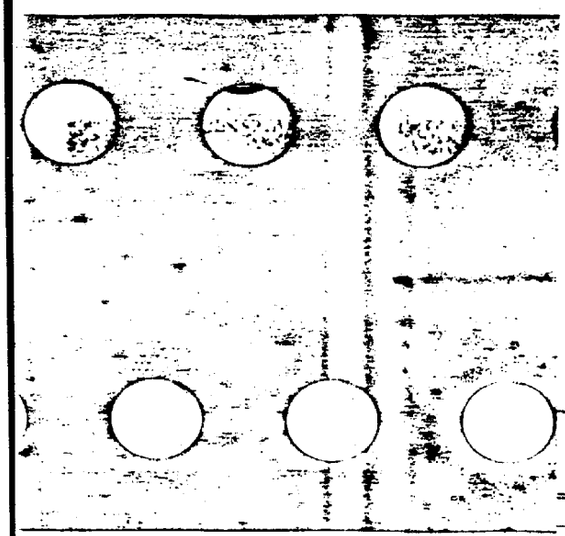
31308
IDENTIFICATION REFERENCE

94 APR -4 P1:12:58
RECEIVED FOR REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

8902 04/04 0101 03CHECK 20.45

1:040494.9



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

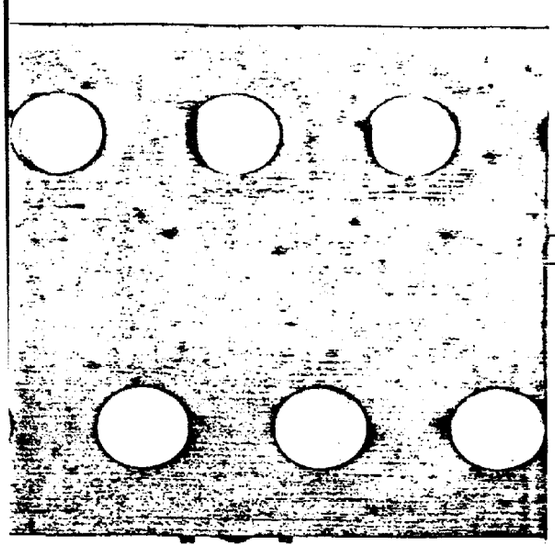
RECEIVED OF _____

FOR _____

BOOK 9298 PAGE 265

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
			MAMT	5000.00
			MOR TX	3.45
			PRFEE	1.00
			TDEED	16.00
			TOTAL	20.45
			CHECK	20.45
04/04/94	01		12:59 0001	8902



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

34308

IDENTIFICATION REFERENCE

94 APR -4 PM 12:58

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 774163