INSTALLMENT DEED

For and in Consideration of the sum of Thirty-eight thousand and no/100 ($38,000.00) Dollars, of which One ($1.00) Dollars, has been paid in cash by C. E. Scruggs the receipt of which is hereby acknowledged, and for the remainder Thirty-seven thousand nine hundred ninety-nine and no/100 ($37,999.00) Dollars, the said C. E. Scruggs has this day executed a promissory note in the principal amount of $37,999.00 payable in 60 equal monthly installments of $400.00 including both principal and interest at the rate of 12 per cent per annum and then on the 61st and final month the entire balance, both principal and interest, shall be due and payable.

Maximum Principal and Indebtedness for Tennessee Recording Tax Purposes is $37,999.00

95 JAN 12 PM 1:44
REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE

24953

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed,

I, B. B. Doubleday Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said C. E. Scruggs, and unmarried man, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, TN, being Lot No. 8 and the easterly 20 feet of Lot No. 7 on the Map showing Re-subdivision of parts of lots Nos. 13, 19, 20 and 21 on the Plan of Clifton, as of record in book 421, page 49, Register's Office for said County.

Said Lot No. 8 and part of Lot No. 7 front together 50 feet on the northerly side of Illinois Ave., formerly Hill Road, and runs back 124 feet, 6 inches on the easterly line of Lot No. 8 and 119 feet more or less on the westerly line, with the easterly line of the Church lot, to a 10 foot alley and measures 50 feet thereon, described according to survey made by W. B. Southgate, Surveyor.

Being the same property conveyed to B.B. Doubleday Jr. from Michael E. Collier, Trustee by deed of record in Book 9216, Page 624, R.O.D.C., TN.

Also conveyed is: Land in Davidson County, TN, being the easterly 25 feet of Lot No. 5; all of Lot No. 6 and the westerly 10 feet of Lot No. 7 on the Block 19 on the Plan of the Resubdivision of Lots 13, 19, 20, 21, Clifton Park and recorded in Plan Book 421, Page 49, Register's Office for Davidson County, Tennessee.

Said parts of said Lots 5 and 7 and all of Lot No. 6 join and front together 55 feet on the north side of Illinois Avenue and extend back between parallel lines 129 feet to the rear on which it measures 55 feet.

Being the same property conveyed to B.B. Doubleday Jr. from J.T. Murphree Substitute Trustee by deed of record in Book 4607, Page 216, R.O.D.C.,TN.

Josephine Doubleday, wife of B.B. Doubleday Jr. has designated Lot 62 on the Plan of Chickering Hills, Section 3 of record in Book 2663, Page 17, R.O.D.C., Tennessee as the parcel of property which she is to claim homestead, said instrument being of record in Book 3837, Page 248, R.O.D.C., Tennessee

This is unimproved ( ) improved ( ) property, known as 4100 Clifton Ave. Nashville, TN 37209
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said C. E. Scruggs, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said C. E. Scruggs, his 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 me in hand paid, I, the said C. E. Scruggs

do hereby transfer and convey unto Michael E. Collier Davidson Cty, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said C. E. Scruggs 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 the insurable value 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.

I 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 I 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 I, the said C. E. Scruggs 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 I 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; but if I 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 trust conveyance. I 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. I 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 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 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 C. E. Scruggs, his 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 Michael E. Collier, Trustee, shall be vested in said successor.

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 B. B. Doubleday Jr. and C. E. Scruggs hereunto set our hands at Nashville, Tennessee, this the 10th day of January 19 95

This instrument prepared by
B. B. Doubleday Jr. at
216 15th Ave. North
Nashville, TN 37203

B. B. Doubleday Jr.

C. E. Scruggs

STATE OF TENNESSEE

Davidson **County**

Personally appeared before me, Michael E. Collier, a Notary Public in and for said County and State, the within named B. B. Doubleday Jr., and C. E. Scruggs

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the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of January, 19 95.

Michael E. Collier, Notary Public.

Commission Expires 7-26-97

STATE OF TENNESSEE

_____ **County.**

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____

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with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public.

Commission Expires _____

BOOK 9570 PG 187

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19 ____

_____, Notary Public

Commission Expires _____

1600 01/12 0101 03CHECK 198.99

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
C. E. Scruggs (NAME)	C. E. Scruggs (NAME)	Map 91-8
4100 Clifton (STREET ADDRESS OR ROUTE NUMBER)	4100 Clifton (STREET ADDRESS)	Parcel 304.1
Nashville, TN 37209 (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37209 (CITY) (STATE) (ZIP)	Parcel 306

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

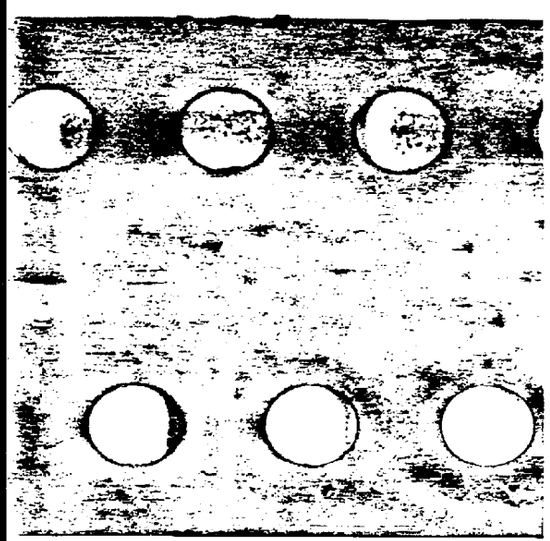
$ 38,000.00 _____ Affiant

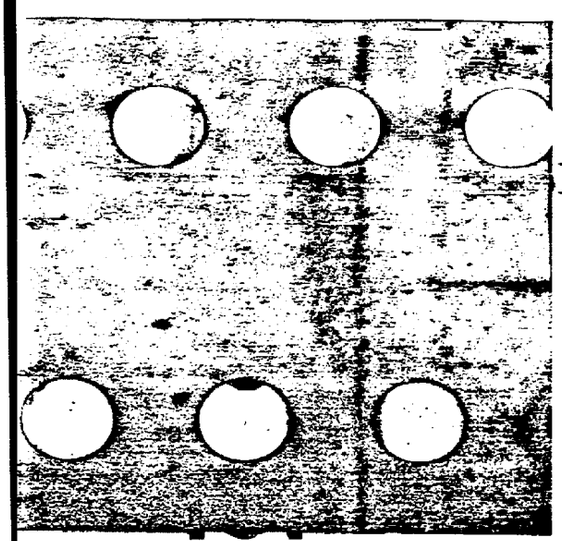
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF January, 19 95

_____ Notary Public

MY COMMISSION EXPIRES: 7-16-97

(AFFIX SEAL)





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9570 PG 188

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	38000.00
			MAMT	37999.00
			CON TX	140.60
			MOR TX	41.39
			PRFEE	1.00
			TDEED	16.00
			ERR	CO
			TDEED	16.00-
			WDEED	16.00
			BYTHANK	198.99
			CHECK	198.99

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/12/95 01 13:44 0001 1600

24953
IDENTIF. ↑ REFERENCE

95 JAN 12 PM 1:44

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

No. 871446