This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

TOP MOTORS, INC.

TO

EDWARD RAFE CUNNINGHAM

For draftsman's use

This instrument prepared by:
Robert F. Doyle, Atty.
613 Woodland Street
Nashville, TN. 37206

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward R. Cunningham (NAME)	Edward R. Cunningham (NAME)	Map 81-7
1002 Clay Street (STREET ADDRESS OR ROUTE NUMBER)	1002 Clay Street (STREET ADDRESS)	Par. 120
Nashville, TN. 37208 (CITY) (STATE) (P. O. ZIP)	Nashville, TN. 37208 (CITY) (STATE) (ZIP)	2W-9860

(FOR REGISTER'S USE)

Davidson County DEEDINST
Recvd: 11/21/02 14:26 2pgs
Fees:13.00 Taxes:167.45

20021121-0144994

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 Edward R. Cunningham
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF November, 2002.

Paulette White
Notary Public

MY COMMISSION EXPIRES: 5-28-03

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-Five Thousand and 00/100----- DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note in the amount of $35,000.00 payable to the order of Top Motors, Inc. in 132 monthly installments of $399.54 which includes interest at the rate of 8% per annum, with the first installment due and payable on December 15, 2002.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 35,000.00 ."

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,

TOP MOTORS, INC.

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

EDWARD RAFE CUNNINGHAM, a single person

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

BEING part of Lots 37 and 38 in the Subdivision of Lot No. 7 of Owen's Buena Vista Plan of Lots as of record in Book 57, Page 26, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING on the northerly margin of North Clay Street 40 feet westerly from the margin of Crooked Street; thence with the westerly margin of North Clay Street westerly 40 feet; thence parallel with Crooked Street northerly 104 feet to the line between Lots Nos. 38 and 39 on said plan; thence with said line easterly 40 feet to a point that is 40 feet westerly from the westerly margin of Crooked Street; thence parallel with Crooked Street 104 feet to the beginning.

Being the same property conveyed to Top Motors, Inc. by deed from J.D. Turner and wife, Cornelia Turner of record in Book 5008, page 959, Register's Office for Davidson County, Tennessee.

This is improved ( ) property, known as X: 1002 Clay Street, Nashville, TN. 37208
(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 John R. Cheadle, Jr. Nashville, TN. 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 $ 35,000.00 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, 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 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 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 15th day of November A.D. 2002

Edward Rafe Cunningham

TOP MOTORS, INC.

BY: James Dewey Burnett
PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Paulette White, a Notary Public in and for said County and State, the within named Edward Rafe Cunningham 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 15th day of November, A.D. 2002

Paulette White Notary Public

Commission expires 5-28-03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Paulette White, a Notary Public of the State and County aforesaid, personally appeared James Dewey Burnett with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be President of the Top Motors, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of November, A.D. 2002.

Paulette White Notary Public

Commission expires 5-28-03