INSTALLMENT DEED

BOOK 5580 PAGE 526

WOMETCO COCA-COLA BOTTLING COMPANY) OF NASHVILLE, INC.) to) EEI CHURCH STREET, LIMITED, a Tennessee Limited Partnership)	This instrument prepared by: Michael J. Philbin, Attorney 300 James Robertson Parkway Nashville, Tennessee 37201
Address New Owner: EEI Church Street, Limited 1633 Church Street Nashville, Tennessee 37203	Send Tax Bills To: SAME

Map	Parcel	Field Book No.
92-12	367	9W 3950
92-12	368	9W 3970
92-12	369	9W 3980
92-12	370	9W 3990
92-12	371	9W 4000

For Register's Use:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $425,000.00.

David M. Erwin
Affiant

Sworn to and subscribed before me this 19th day of March 1980

Linda S. Sinclair
Notary Public

Commission expires: 10-18-81

F 8 1 3 0 0 paid on

IDENTIF. REFERENCE

MAR 19 1 05 PM '80

FELIX A. ALSUP II REGISTER DAVIDSON COUNTY, TENN.

8752 03/19 1435.00- CHECK

FOR AND IN CONSIDERATION of the sum of Four Hundred Twenty Five Thousand and No/100 ($425,000.00), Dollars, of which One Hundred Five Thousand and No/100 ($105,000.00), Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed a promissory note of even date herewith in the principal amount of Three Hundred Twenty Thousand and No/100 ($320,000.00) Dollars, payable in accordance with the terms and conditions set forth therein. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned note including any extensions, modifications and/or renewals thereof together with principal, interest, attorney's fees, and the costs of collection.

Wometco Coca-Cola Bottling Company of Nashville, Inc., formerly Coca-Cola Bottling Works of Nashville, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto EEI Church Street, Limited, hereafter called Grantee and its assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I. LAND in Davidson County, Tennessee, being Lots Nos. 39 and 40 on the Plan of the Boyd Home Tract as of record in Book 21, Page 39, Register's Office for said County. Said Lots Nos. 39 and 40 front 50 feet each on the southerly side of Church Street, as widened, and run back between parallel lines 172 1/2 feet to an alley with Lot No. 39 running back with the westerly margin of 16th Avenue North.

BEING the same property conveyed to Grantor by installment deed of record in Book 4499, Page 244, Register's Office for Davidson County, Tennessee.

Tract II. LAND in Davidson County, Tennessee, being Lots Nos. 41, 42, 43, 44, 45 and 46 on the Plan of the Boyd Home Tract as of record in Book 21, Page 39, Register's Office for said County.

According to a survey made by Barge, Waggoner and Sumner, Engineers, dated March 19, 1969, said Lots Nos. 41, 42, 43, 44, 45 and 46 front together 332.3 feet on the southerly side of Church Street and extend back 172.04 feet on the easterly line and 172.50 feet on the westerly line with the easterly margin of 17th Avenue North, to an alley, measuring 331 feet thereon.

BEING the same property conveyed to the Grantor by installment deed of record in Book 4347, Page 814, Register's Office for Davidson County, Tennessee.

This is improved property known as 1601, 1603, 1629, 1631 and 1633 Church Street, Nashville, Tennessee, 37203.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and its assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered, except for 1980 Taxes which have been prorated and subject to any applicable recorded easements, restrictions and the rights of parties in possession.

Grantor further covenants and binds itself and its successors, representatives and assigns, to warrant and forever defend the title to the said real estate to said Grantee, and its assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar, to us in hand paid, the said Grantee herein, does hereby transfer and convey unto W. Ovid Collins, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The said Grantee, does 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 acceptable to Grantor for an amount equal to their insurable value until the note herein secured is fully paid, and to have Grantor or its assigns named in said policy or policies as an additional insured. 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 on or before January 15th of each year with proof of payment being furnished to Grantor; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note, 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. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee and Grantee covenants that no structural changes will be made in the buildings without having first obtained the consent of the Grantor, which consent will not be unreasonably withheld.

Now, if we, the said Grantee, shall pay the note aforesaid when due, according to its 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 the said note or part thereof, promptly at maturity or if we fail to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if we fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or the lawful owner or holder of said Note, 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 note without notice, the remaining indebtedness hereby secured shall immediately become due and payable, 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 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 said note, 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 a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance, and the enforcement of said lien; also the expenses of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or its 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 trust may be required, the lawful owner and holder of said lien 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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantor and Grantee have hereunto set our hands this the 19th day of March, 1980.

WOMETCO COCA-COLA BOTTLING COMPANY OF NASHVILLE, INC.

BY: James Edward Johnson
JAMES EDWARD JOHNSON, President

EEI CHURCH STREET, LIMITED

BY: David M. Erwin
DAVID M. ERWIN, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared James Edward Johnson with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the WOMETCO COCA-COLA BOTTLING COMPANY OF NASHVILLE, INC., the within named bargainor, a corporation, and that he, as such President, being authorized to so do, executed the foregoing instrument for purposes therein contained by signing the name of the corporation by the said James Edward Johnson as such President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 19th day of March, 1980.

My commission expires 10-18-81.

Linda S. Trisdale
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared David M. Erwin with whom I am personally acquainted and who upon his oath acknowledged himself to be the General Partner of EEI CHURCH STREET LIMITED, a Tennessee Limited Partnership, the within named bargainor, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Partnership by the said David M. Erwin as such General Partner.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 19th day of March, 1980.

My commission expires 10-18-81.

Linda S. Trisdale
Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5580 PAGE 530

FOR _____

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
			425000.00- CO	
			320000.00- MO	
			1105.00 CO TX	
			316.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 1435.50-	
8792A03/19/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F81300

IDENTIF. REFERENCE T

MAR 19 1 05 PM '80

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

No. 747877