THIS INSTRUMENT PREPARED BY:
GRACEY, MADDIN, COWAN & BIRD
Attorneys at Law
300 James Robertson Parkway
Nashville, Tennessee 37201

INSTALLMENT DEED BOOK 5807 PAGE 694

FROM: The Tennessee Metal Culvert Company ("GRANTOR")
P. O. Box 90306
Nashville, TN 37209

TO: Davis Mechanical Contractors, Inc. ("GRANTEE")
7140 Centennial Place
P. O. Box 90251
Nashville, TN 37209

Richard D. Bird, Trustee ("TRUSTEE")
Court Square Building
300 James Robertson Parkway
Nashville, TN 37201

PROPERTY LOCATION:
7140 Centennial Place
Nashville, TN 37209

Map No. 79 PARCEL No. 16

SEND TAX BILLS TO:
Davis Mechanical Contractors, Inc.
P. O. Box 1847
Greenville, SC 29602

FOR AND IN CONSIDERATION of the sum of Three Hundred Eighteen Thousand Dollars ($318,000.00), of which Sixty-Eight Thousand Dollars ($68,000.00) has been paid in cash, the receipt of which is hereby acknowledged by The Tennessee Metal Culvert Company, and for the remainder of Two Hundred Fifty Thousand Dollars ($250,000.00), Davis Mechanical Contractors, Inc., has executed its promissory note of even date herewith payable to the order of The Tennessee Metal Culvert Company, with interest at the rate of 12% per annum on the unpaid principal balance, which principal and interest is payable as follows:

Twenty-four consecutive, monthly installments of principal and interest in the amount of Two Thousand Seven Hundred Fifty-Two Dollars Seventy-Two Cents each ($2,752.72)which is based on a twenty (20) year amortization;and

On October 16, 1983 a principal payment of Fifty Thousand Dollars ($50,000.00);and

Beginning with the twenty-fifth (25) installment due November 16, 1983 GRANTEE shall pay sixty (60) consecutive monthly installments of principal and interest in the amount of Two Thousand One Hundred Eighty-Six Dollars Seventy-Four Cents ($2,186.74) which is based on an eighteen (18) year amortization; and

The entire remaining balance, principal and interest, is due on October 16, 1988.

The note provides for payment of attorneys fees and costs of collection on default. To secure the payment of said indebtedness, principal, interest and attorneys fees, a lien is expressly retained on the land herein conveyed.

. The Tennessee Metal Culvert Company (GRANTOR), a Tennessee corporation, has this day bargained and sold, and does hereby transfer and convey unto Davis Mechanical Contractors, Inc. (GRANTEE) a South Carolina corporation qualified and doing business in the State of Tennessee, its successors and assigns, certain real property in Davidson County, Tennessee as follows:

> Certain tracts of real property located in the Eighth Civil District of Davidson County shown as Lot No. 2 on the plan of Cockrill Bend Industrial Subdivision, Section 2 (Second Revision), recorded June 11, 1975, in Book 4860, Page 30, Register's Office for Davidson County, Tennessee, to which specific reference is here made, and which property is more particularly described on Exhibit "A" attached hereto and made a part of this Installment Deed:
>
> Together with all of the privileges, appurtenances and hereditaments thereunto belonging, including all buildings and other improvements upon the land.
>
> This is improved property known as 7140 Centennial Place, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereunto belonging, to the said Davis Mechanical Contractors, Inc., its successors and assigns forever. The Tennessee Metal Culvert Company covenants that it is lawfully seized and possessed a said real estate in fee simple, has a good right to convey it, and the same is unencumbered except for real property taxes for the year 1981 which have been prorated between the parties as of this date and arrangements for payment made.

GRANTOR does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said real property to Davis Mechanical Contractors, Inc., its successors and assigns, against the lawful claims of all persons.

TRUST PROVISIONS

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and all installments thereof as they mature and the performance of all covenants herein provided, and for the consideration of One Dollar paid in cash, the receipt of which is acknowledged, Davis Mechanical Contractors Inc. (GRANTEE) hereby transfers and conveys unto Richard D. Bird, Trustee, his successors and assigns, the said real estate in Davidson County, Tennessee hereinbefore described, with the appurtenances, estate, title and interest thereunto belonging upon the following uses and trusts:

1. Payment of Debt. GRANTEE shall promptly pay the indebtedness secured hereby and comply fully with the terms of said promissory note and this Installment Deed.

2. Payment of Taxes and Assessments. GRANTEE shall pay all taxes and assessments of any kind that have been or may be hereafter levied or assessed against the property, the said note, or upon the interest of TRUSTEE and GRANTOR in the property, when due and before delinquent. GRANTEE shall procure and deliver to GRANTOR the official receipt of the collecting official showing timely payment of all such taxes and assessments. GRANTEE will not be required to pay such taxes or special assessments if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and further, that arrangements satisfactory to GRANTOR have been made to secure payment upon the exhaustion of remedies and relief sought.

3. Other Liens. GRANTEE shall keep the property free from all liens of any kind which may in any way impair the security of this instrument, including, but not limited to, liens for labor performed and materials furnished, levies, charges, fines and taxes by any governmental authority, and all charges made by utility companies for utilities and services to the premises.

4. Insurance. GRANTEE shall keep the improvements now existing or hereafter erected on the permises insured against losses and damages covered by a standard fire insurance company with extended coverages including vandalism and malicious mischief in the amount equal to the replacement value of the property .(including earthquake insurance and flood coverage if the property is in the area which is considered a flood risk by the United States Department of Housing and Urban Development). All insurance shall be underwritten by reputable insurance companies in good standing, licensed and qualified to do business in the State of Tennessee. GRANTEE shall deliver certified copies of said policies of insurance to GRANTOR, and all such insurance shall contain a standard mortgage endorsement extending the benefit of all coverages to GRANTOR with proceeds for losses payable to GRANTEE and GRANTOR as their interest may appear. All such insurance shall be renewed and evidence thereof furnished to GRANTOR at least twenty (20) days prior to expiration, and in all instances, all policies shall stipulate reasonable notice to GRANTOR before cancellation.

5. Related Documents. The lien of this Installment Deed is to secure the payments due under that certain Installment Deed Note executed by GRANTEE, payable to the order of GRANTOR, of even date herewith and more particularly described herein above, and which note shall be a related document to which specific reference is here made and any default or omission in the terms and provisions of said Note shall constitute a default under this instrument.

6. Maintenance of Premises. GRANTEE shall operate and maintain the premises in good condition and repair and will not commit or permit any waste thereon, reasonable wear and tear excepted; and it will comply with all laws, ordinances, rules and regulations by any governmental authority affecting the said premises and the operations thereon.

Further, GRANTEE shall operate and maintain the premises so as not to vitiate or impair the insurance coverages on the improvements.

7. Commendation. GRANTEE shall promptly notify GRANTOR of the institution of any proceedings of any nature under the rights of eminent domain affecting the premises secured hereby, or any part thereof, and any commendation monies awarded GRANTEE or received as a result of such proceedings are hereby assigned and shall be paid to

GRANTOR to be applied toward the balance of sums secured by this instrument. GRANTOR shall have a lien on any money, judgment or award given or made to or in favor of a GRANTEE as a result of any such commendation proceedings, whether the same may be the subject of court proceedings or not.

A waiver by GRANTOR of any of its rights hereunder, whether allowing the GRANTEE to use a portion of the proceeds for restoration or modification of the premises as may be required as a result of such proceedings or otherwise, shall not be construed as a waiver of any right or interest of beneficiary in a subsequent proceeding.

If GRANTOR or TRUSTEE be made a party to such proceedings, TRUSTEE and GRANTOR shall have the right to defend the same in the same manner as the GRANTEE, and all expenses reasonably incurred in connection therewith shall be in additional lien on the premises and shall be secured by this Installment Deed.

8. Bankruptcy or Insolvency. If proceedings be instituted by or against GRANTEE under any bankruptcy or insolvency law, or any other law for the benefit of creditors, or should title or possession of the said premises pass to any receiver, trustee, or assignee for the benefit of creditors, the entire indebtedness secured hereby shall, without notice, become immediately due and payable at the option of the GRANTOR.

9. Priority of Lien. It is understood and agreed that the lien of this Installment Deed shall have priority at all times over any and all mechanics', furnishers' and materialmen's liens, and GRANTOR or the holder of the note secured hereby, does not consent to any contract for labor or materials within the applicable provisions of Tennessee Code Annotated relating to such liens. No contract for labor or materials shall be let by GRANTEE except with the expressed stipulation that the mechanics and materialmen's liens shall at all times be subordinated to the lien of this Installment Deed.

10. Granting of Easements, etc. GRANTEE shall not grant any easements, party wall rights, additional rights of ingress and egress in, to or upon the premises without the prior approval of GRANTOR, which approval will not be unreasonably or arbitrarily withheld.

11. Additional Documents. GRANTEE agrees that it will not unreasonably withhold its consent to modification of this Installment Deed or the execution of additional documents as may be reasonably requested from time to time by GRANTOR.

12. Due on Sale. GRANTOR shall not convey nor enter into any contract to convey title to all or any part of the real property without the prior written consent of GRANTOR, which consent will not be unreasonably or arbitrarily withheld provided there are reasonable assurances to beneficiary that any purchase or transfer will not result in any impairment in the security, or a lessening of the ability to perform the commitments hereunder and for the general protection of GRANTORS interest as retained hereby. A conveyance or a contract to convey without the prior written consent of GRANTOR shall constitute a default under the terms of this Installment Deed entitling GRANTOR to declare the entire indebtedness immediately due and payable at GRANTORS option.

13. Right to Inspect Premises. GRANTEE agrees that GRANTOR, its attorneys and representatives shall have the continuing

right during the terms of this trust, during regular business hours, to enter upon and inspect the premises, which right of inspection shall not be used unreasonably and is not to interfer with the orderly transaction of GRANTEES business on the premises.

14. Right of GRANTOR To Cure Default. In the event of any default hereunder, in addition to all other rights and remedies available to GRANTOR, GRANTOR may, but is not obligated to, make any payments or perform any acts herein required of GRANTOR in any form and manner deemed expedient and may, but is not required, to make full or partial payment of any taxes, liens, assessments, insurance premiums, fees and permits, lease payments and obligations of any other kind or nature not timely performed by GRANTEE. All such monies paid for any of the purposes herein authorized, and all expenses paid or accured in connection therewith, including reasonably attorneys fees, and all other monies advanced by GRANTOR to protect the premises and the security of the lien of this Installment Deed, shall be additional indedtedness secured hereby, and such amounts shall become immediately due and payable without notice and will bear interest at the highest legal rate allowable under the laws of the State of Tennessee. Inaction by GRANTOR to cure any default or make any such payments shall not in any instance be considered a waiver of any right accruing to it on account of any default on the part of the GRANTEE.

15. Applicable Law. This agreement has been delivered in the State of Tennessee and shall in all parts and for all purposes be construed according to the laws of the State of Tennessee.

16. Performance by GRANTEE. If GRANTEE shall well and truly perform all of the terms, conditions and provisions of this Installment Deed and the related documents, and shall pay the note secured hereby and interest according to its terms, and pay any and all other sums becoming the obligation of GRANTEE under this and the related documents, then this conveyance shall be released upon the satsifactory performance and payment of the indebtedness at the cost and upon the request of GRANTEE.

17. Default. If, however, there shall be a default under this Installment Deed or under the Installment Deed Note secured hereby, and such defaults are not timely cured, all sums owing by GRANTEE to GRANTOR under this Installment Deed and the note secured hereby, shall immediately, without further notice to GRANTEE, become due and payable at the option of GRANTOR, and the TRUSTEE is hereby empowered and authorized upon advertising for twenty (20) days by three (3) weekly notices in a newspaper published in Davidson County, Tennessee, or otherwise as provided by law, sell the property at public outcry at the time, place and upon terms so noticed to the highest and best bidder and in bar of all equities of redemption, homestead, dower, curtesy, and all other exemptions of every kind, all of which are hereby expressedly waived by GRANTEE. Any person, including GRANTOR, its assigns and distributees, may purchase at such sale.

Upon default, TRUSTEE shall be entitled to occupy the premises and have possession of the property and any rights of occupancy and continued possession by GRANTEE shall be at the sufferance of TRUSTEE, and upon assertion by TRUSTEE of his right of possession, GRANTEE shall peaceably surrender same. TRUSTEE may, at any time after default, enter and take possession of the property, but in the event TRUSTEE fails to do so, the purchaser at the TRUSTEE'S sale shall be entitled to immediately possession of the premises and of the property upon the delivery of TRUSTEE'S deed to purchaser.

18. Redemption. GRANTEE does hereby expressly waive and relinquish all rights and benefits under any statue or law now or hereafter in force providing for the redemption of land sold under Deeds of Trust, Security Agreements, and Mortgages.

19. Duties of TRUSTEE. Upon taking possession of the premises and property, TRUSTEE shall be obligated only to account for the net rents, proceeds, and accounts actually received by him.

The proceeds of any sale shall be applied to the TRUSTEE as follows:

(a) to the payment of all costs, charges, and expenses of executing this trust and enforcing the lien as herein provided, including reasonable attorneys fees for advice in the premises, 2nd the instituting or defending of any litigation which may arise on account of the execution of powers and duties under this conveyance, the cost of insurance and all other expenses and charges reasonably incident and necessary for the protection and preservation of the property, cost of effecting the sale and reasonable compensation to the TRUSTEE;

(b) to the payment of all taxes, liens, and charges which may be unpaid upon the premises;

(c) to the payment of the indebtedness secured hereby including all accrued interest thereon and any additional sums owing to the GRANTOR pursuant to this Installment Deed and related documents.

(d) the residue, if any, shall be paid to GRANTEE, its order, successors or assigns.

20. Substitute TRUSTEE. The death, disability or failure to act by the TRUSTEE shall in no way limit or adversely affect the rights and interest of GRANTOR under the terms of this Installment Deed. The GRANTOR, its assigns, distributees or the holders of the Installment Deed Notes secured hereby, or any of them having a majority in interest therein, may at any time and without notice to GRANTEE or TRUSTEE, replace the TRUSTEE named herein and appoint his successor by an instrument in writing recorded in the Register's office for Davidson County, Tennessee. The appointment of the substitute TRUSTEE shall be effective upon recording in the Register's office and such shall, unless specifically limited therein, confer upon the TRUSTEE so named, all of the rights, titles and powers granted herein and shall be subject to all of the same obligations and duties as if he were the original TRUSTEE.

21. Waiver of Bond. All parties in interest hereby waive the necessity of the TRUSTEE making oath, filing inventory, or giving bond as security for the execution of this trust.

22. Severability of Provisions. It is agreed that all paragraphs and provisions of this Installment Deed are severable and that if any part hereof shall be deemed illegal or unenforceable, such shall not affect or deminish all of the terms, provisions and agreements herein.

IN WITNESS WHEREOF the parties to this instrument have caused their names to be signed hereto, the corporations by their

duly authorized officers, on this 16TH day of Oct, 1981.

The Tennessee Metal Culvert Company (GRANTOR)

By: Julian V. Link
President

Davis Mechanical Contractors Inc. (GRANTEE)

By: L.H. Gillespie
President (Title)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ruth Anne Carruthers, a Notary Public of the State and County aforesaid, personally appeared Julian V. Link, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of The Tennessee Metal Culvert Company, 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of October, 1981.

Ruth Anne Carruthers, Notary Public

Commission Expires: 7-17-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ruth Anne Carruthers, a Notary Public of the State and County aforesaid, personally appeared L.H. Gillespie, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Davis Mechanical Contractors, 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of October, 1981.

Ruth Anne Carruthers, Notary Public

Commission Expires: 7-17-83

BOOK 5807 PAGE 701

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 318000.00

Affiant

subscribed and sworn to before me, this the 16th day of October, 19 81.

Notary Public

My Commission Expires: 7-17-83

(Affix Seal)

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

FILED
OCT 16 2 29 PM '81
FELIX E. NELSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

64199

DESCRIPTION:

TRACT No. 1:

Land in the Eighth Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan of Cockrill Bend Industrial Subdivision, Section Two (Second Revision) of record in Book 4860, page 30, Register's Office for Davidson County, Tennessee, and more particularly described according to a survey by the Engineering Section of the Division of Property Services, Department of Finance and Administration, July 10, 1968, as follows:

BEGINNING at a point, the southeast corner of this tract which lies at the point of intersection of the west right of way line of the L. & N. Railroad leading into the Ford Motor Company property and the north right of way line of a proposed road 100 feet in width; said point of beginning of this tract lies South 71° 30' W 400 feet from the southeast corner of a tract of land formerly conveyed by the State of Tennessee to the Barning Chemical Company, said southeast corner of the Barning tract lies at the intersection of the west right of way line of Centennial Boulevard and the north right of way line of the above mentioned proposed road of 100 feet width; thence from the point of beginning with the north right of way of said proposed road S. 71° 30' W. 350.5 feet to a point in the center line of the drive to the Prison Farm, said point being the southwest corner of this tract; thence with the center line of said drive N. 46° 13' W. 734.1 feet to a point, the northwest corner of this tract; thence N. 47° 13' E. 656.7 feet to a point in a curve to the right of a proposed L. & N. Railroad right of way, said curve having a length of 227.01 feet, a radius of 449 feet, and a chord with a bearing of S. 42° 56' E. and a distance of 224.6 feet, to a point in the right of way line of L. & N. Railroad to the Ford Motor Company; thence with said railroad right of way S. 18° 30' E. 715.4 feet to the point of beginning, containing 10.02 acres, more or less.

TRACT No. 2:

Land in the Eighth Civil District of Davidson County, Tennessee, being part of Lot No. 2, on the Plan of Cockrill Bend Industrial Subdivision, Section Two (Second Revision) of record in Book 4860, page 30, Register's Office for said County, and more particularly described according to a survey by the Engineering Section of the Division of Property Services, Department of Finance & Administration, July 11, 1968, as follows:

BEGINNING at a point, the northeast corner of this tract which lies at the point of intersection of the west right of way line of the L. & N. Railroad leading into the Ford Motor Company property and the south right of way line of a proposed road 100 feet in width; said point of beginning of this tract lies S. 71° 30' W. 400 feet from the northeast corner of a tract of land conveyed by the State of Tennessee to E & A Realty Corporation by deed dated 5 March 1965, recorded in Deed Book 3867, page 485, Register's Office of Davidson County, Tennessee, said northeast corner of the E & A Realty Corporation tract lies at the point of intersection of the west right of way line of Centennial Boulevard and the south right of way line of the above mentioned proposed road of 100 feet width; thence from the point of beginning S. 18° 30' E. with said railroad 201.7 feet to a point; thence leaving said railroad right of way and continuing S. 18° 30' E. 453.9 feet to a point, on the center line of the drive to the Prison Farm, said point being the most southern corner of this tract, thence with the center line of said drive N. 43° 20' W. 722.2 feet to a point, the northwest corner of this tract and the south right of way of said proposed road; thence with said right of way N. 71° 30' E. 303.3 feet to the point of beginning, containing 2.28 acres, more or less.

BEING the same property conveyed to The Tennessee Metal Culvert Company, by deed from the State of Tennessee, of record in Book 4414, page 241, re-recorded in Book 4430, page 565, and by deed of correction of record in Book 4466, page 598, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

1. All conditions and matters on the Plan of Cockrill Bend Industrial Subdivision, Section Two (Second Revision) of record in Book 4860, Page 30, said Register's Office.

2. Visible easements and easements of record.

EXHIBIT A

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5807 PAGE 703

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
			318000.00- CO	
			250000.00- MO	
			826.80 CO TX	
			248.00 MO TX	
			.50 PRFEE	
			27.00 WDEED	
			CHECK 1102.30-	
			3302A10/16/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 6 4 1 9 9

IDENTIF. REFERENCE

OCT 16 2 29 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 848595