INSTALLMENT DEED

For and in Consideration of the sum of TWO HUNDRED SIXTY-THREE THOUSAND AND NO/100 ($263,000.00) Dollars, of which NINETEEN THOUSAND AND NO/100 ($19,000.00) Dollars, has been paid in cash by James E. Dillingham and Mike Hiatt, d/b/a Triangle Leasing, a Tennessee General Partnership, the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED FORTY-FOUR THOUSAND AND NO/100 ($244,000.00) Dollars, the said James E. Dillingham and Mike Hiatt, d/b/a Triangle Leasing, a Tennessee General Partnership, have executed their promissory note in the amount of Two Hundred Forty-Four Thousand and No/100 ($244,000.00) Dollars, payable as follows On the 30th day of June, 1983, the sum of $2,141.27, and thereafter a like amount on the 30th day of each succeeding month for 23 consecutive months, with interest at the rate of 10% per annum, amortized over a period of 30 years; commencing on the 30th day of June, 1985, the sum of $2,296.48, and thereafter a like amount on the 30th day of each succeeding month for 11 consecutive months, with interest at the rate of 11% per annum, amortized over a period of 30 years; on the 30th day of June, 1986, the sum of $2,469.29, and thereafter a like amount on the 30th day of each succeeding month for 11 consecutive months, with interest at the rate of 12% per annum amortized over a period of 30 years; on the 30th day of June, 1987, the sum of $2,552.76, and thereafter a like amount on the 30th day of each succeeding month for 11 consecutive months, with interest at the rate of 12 1/2% per annum, amortized over a period of 30 years; on the 30th day of June, 1988, the sum of $2,637.30, and thereafter a like amount on the 30th day of each succeeding month until May 26, 2013, at which time the unpaid principal and accrued interest shall be due and payable in full, with interest at the rate of 13% per annum from and after June 30, 1988 until May 30, 2013,

all of said notes bearing ~~six per cent~~ interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, F. H. DILLINGHAM, JR., J. W. SWIFT AND BILLY D. WILLIAMS, d/b/a D.W.S. PROPERTIES, A Tennessee General Partnership,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES E. DILLINGHAM and MIKE HIATT, d/b/a TRIANGLE LEASING, A Tennessee General Partnership, their successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 315, 316 and 317 on the Plan of Grandview Heights, as of record in Book 161, page 169, Register's Office for Davidson County, Tennessee.

Said Lot No. 315 fronts 50 feet on the westerly side of Kline Avenue and runs back between parallel lines 150 feet to an alley.

Said Lot No. 316 fronts 50 feet on the westerly side of Kline Avenue and runs back between parallel lines 150 feet to an alley.

Said Lot No. 317 fronts 50 feet on the westerly side of Kline Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to F. H. Dillingham, Jr., J. W. Swift and Billy D. Williams, by deed from F. H. Dillingham, Jr., et al, of record in Book 4873, page 802, Register's Office for Davidson County, Tennessee.

See Exhibit A.

Any installment not paid within five (5) days of the due date shall bear interest at the rate of four (4%) per cent as to any installment until such installment is paid but nothing herein shall be constituted as a waiver of default for failure to pay any installment on the due date.

This is unimproved ( ) improved (X) property, known as 2311 Kline Avenue, (House Number) (Street) P. O. Address: Nashville, Tennessee (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 JAMES E. DILLINGHAM and MIKE HIATT d/b/a TRIANGLE LEASING, a Tennessee General Partnership 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, except by taxes for the year 1983, which have been prorated and assumed by the Grantees herein. We further covenant and bind ourselves, our successors ~~heirs and~~ representatives, to warrant and forever defend the title to said real estate to said James E. Dillingham and Mike Hiatt d/b/a Triangle Leasing, their successors 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 James E. Dillingham and Mike Hiatt d/b/a Triangle Leasing, a Tennessee General Partnership, do hereby transfer and convey unto John A. Gupton, III, 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 James E. Dillingham and Mike Hiatt d/b/a Triangle Leasing, 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 $244,000.00 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 interst 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 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 James E. Dillingham and Mike Hiatt d/b/a Triangle Leasin 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, homestead, dower 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. 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 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 John A. Gupton, III, 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 James E. Dillingham and Mike Hiatt, d/b/a Triangle Leasing and D.W.S. Properties, a Tennessee General Partnership composed of F. H. Dillingham, Jr., J.W. Swift and Billy D. Williams hereunto set our hands at Nashville, Tennessee, this the 26th day of May 19 83

D.W.S. PROPERTIES, A Tennessee Limited Partnership

By: F. H. Dillingham, Jr., Partner

J. W. Swift, Partner

Billy D. Williams, Partner

TRIANGLE LEASING, A Tennessee General Partnership

BY: James E. Dillingham, Partner

Mike Hiatt, Partner

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Annie G Smith, a Notary Public in and for said County and State, the within named James E. Dillingham and Mike Hiatt d/b/a Triangle Leasing, a Tennessee General Partnership,

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 26th day of May, 1983

Annie G Smith, Notary Public.

Commission Expires 4-21-85

STATE OF TENNESSEE

DAVIDSON **County.**

Personally appeared before me, Annie G Smith, a Notary Public in and for said County and State, the within named F. H. Dillingham, Jr., J. W. Swift and Billy D. Williams, d/b/a D.W.S. Properties, a Tennessee General Partnership,

the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 26th day of May, 1983

Annie G Smith, Notary Public.

Commission Expires 4-21-85

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6064 PAGE 65

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be .....

.....of the .....,

the within named bargainor, a corporation, and that ..... he as such .....,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in .....,

this .....day of....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
F.H.Dillingham et al

TO
James E. Dillingham et al

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Dillingham and Mike Hiatt d/b/a Triangle Leasing (NAME)	Same (NAME)	Map 118-4
2311 Kline Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 283
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument prepared by:
SCHULMAN, LE ROY & BENNETT, P. C.
P. O. BOX 2707
NASHVILLE, TENN. 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 263,000.00 Mike Hiatt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th DAY OF May 19 83

Notary Public

MY COMMISSION EXPIRES: 4/25/85

Upon the sale, transfer, conveyance or encumbrance of the property described herein, or any interest therein to any other party, except by inheritance or devise, without the prior written consent of the holder of the note secured by this instrument or upon an assignment for the benefit of creditors, or should a receiver, liquidator or trustee of the grantors be appointed, or should any petition in bankruptcy, or for the reorganization or arrangement of the grantor pursuant to the Federal Bankruptcy Act or any statute, federal or state, similar thereto, be filed by or against the grantors, then, and in any of such events, this trust conveyance shall remain in full force and effect, and at the option of the holder of the note, all remaining unpaid indebtedness, together with interest thereon, shall become due and payable at once, without notice, and the holder of the note may waive or consent to such transfer but such waiver or consent shall not preclude the holder of the note from declaring the indebtedness due and payable for any subsequent transfers. Any waiver or consent required hereby must be in writing and signed by the party to be charged to be valid and binding.

H 5 0 2 5 6

IDENTIF. REFERENCE

MAY 26 2 46 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6064 PAGE 67

FOR _____

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			263000.00- MO	
	VD		263000.00 MO	
			263000.00- CO	
			244000.00- MO	
			663.80 CO TX	
			242.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 941.30-	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H50255

IDENTIF. REFERENCE

MAY 26 2 47 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 951900