This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Hermitage Electric Supply Corp.

TO

Five DoubleOught Company

For draftsman's use

Foley & Weiss, Attorneys
Suite 500
One Church Street Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Five Double Ought Company (NAME)	"OWNER" (NAME)	Map 93-10
500 Lafayette Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 219
Nashville, Tennessee 37202 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

H 93307

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IDENTIF. REFERENCE

DEC 21 1 00 PM '83

REGISTER'S OFFICE
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$190,000.00

Richard P. Belt
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 2nd DAY OF June, 19 83.

Notary Public

MY COMMISSION EXPIRES: 4/22/84

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Ninety Thousand and 00/100 ($190,000.00) DOLLARS

of which $ NONE 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 its promissory note of even date herewith in the original principal amount of $190,000.00 payable in monthly installments of $2,280.32 each including principal and interest at the rate of 12% per annum beginning July 2, 1983, balance due June 2, 1998. The said note includes the balance due on an underlying installment deed note in favor of Maria P. Brown with an outstanding principal balance of $17,990.48 which the grantee takes title subject to. The grantor shall remain responsible and liable for paying said underlying mortgage until paid in full. The note executed by the grantees to the grantors is intended to be a wrap note. (Reference is hereby made to said note for complete terms and conditions).

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,

Hermitage Electric Supply Corp.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Five Double Ought Company, a Tennessee corporation

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

LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED

(1251) 691.50- CHECK

This is unimproved ( ) improved (X) property, known as 500 Lafayette Street, Nashville, Tennessee 37202
(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 seised 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 J. J. Foley, 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. 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 $ ins. 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. 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, 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 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 advise 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 2nd day of June 19 83.

Hermitage Electric Supply Corp.

By: Gerald Fleischer, President

Five Double Ought Company

By: Peter M. Stephenson, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Peter M. Stephenson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Five Double Ought 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 2nd day of June, 1983.

Commission expires: July 21, 1984

Elizabeth R Patterson
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Gerald Fleischer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Hermitage Electric Supply Corp., 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 2nd day of June, 19 83.

Elizabeth R Patterson
Notary Public

Commission expires July 21, 1984

EXHIBIT "A"

TRACT NO. 1: Being parts of Lot Nos. 81 and 82 on the plan of Barrow Grove together with an alley known as Buck's Alley, now closed, as of record in Book S, page 279, Register's Office for said County, described as follows:

Beginning on the southerly margin of Lea Avenue, formerly South Union Street, being 8 feet west of the Northwest corner of said Lot No. 81, thence southerly 186 feet, more or less, to a point 8 feet west of the Northwest corner of the property conveyed to W. M. Liddon by deed from W. B. Ferriss and others, of record in Book 1357, page 345, said Register's Office, thence, eastwardly 88 feet, more or less, to the Southwest corner of the T. F. Saltsman Lot, running thence with his westerly line northerly to the southerly margin of Lea Avenue, thence with the southerly margin of Lea Avenue westerly 106 feet, more or less, to the beginning.

TRACT NO. 2: Being parts of Lots Nos. 82, 83, 84 and 85 on the plan of Barrow Grove and that part of Buck's Alley, now closed, as of record in Book "S", page 279, Register's Office for said County, described as follows:

Beginning at a point in the west margin of 5th Avenue South, 30 feet south of the Northeast corner of Lot No. 82, running thence with the west margin of said Avenue, southwardly 152 feet to a point; thence around a curve to the right, with a radius of 45 feet, a distance of 110 feet to a point in the north margin of LaFayette Street, as extended; thence with the same, northwestwardly 212½ feet, thence northwardly 23 feet, thence eastwardly 218 feet to the beginning.

Being the same property conveyed to Hermitage Electric Supply Corp. by deed from Maria P. Brown of record in Book 4801, page 153, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6198 PAGE 452

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

190000.00- CAMT.
190000.00- MAMT.
494.00 CSTAX
188.00 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 691.50-
1182A12/21/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H93307

IDENTIF. REFERENCE

DEC 21 1 00 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 1742