INSTALLMENT DEED

For and in Consideration of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 ($120,000.00)----------Dollars, of which ----------THIRTY THOUSAND AND NO/100 ($30,000.00)----------Dollars, has been paid in cash by James B. Nolen Robert W. Petty, Winston C. Hickman, Ernest D.Taylor d/b/a CPI Investors the receipt of which is hereby acknowledged, and for the remainder NINETY THOUSAND AND NO/100 ($90,000.00)---------- Dollars, the said James B. Nolen Robert W. Petty, Winston C. Hickman, Ernest D. Taylor d/b/a CPI Investors have executed an installment deed note in the principal amount of $90,000.00 payable to the order of Heavy & Specialized Haulers, Inc. Said note being payable in 5 equal annual installments of $18,000.00 each plus interest at the rate of 12% per annum, with the first payment being due and payable one year from even date and thereafter on the same day of each succeeding year alike amount plus interest as set out above until the entire amount, both principal and interest have been paid in full.

This Instrument Was Prepared By

Phillips & Davidson (gjf)

Of The Law Firm Pedigo & Davidson

Stahlman Building: Nashville, Tennessee

and to secure the payment of the debt hereinabove set out together with all charges and claims made and provided in the said instrument or note evidencing the debt, reference to which is here made, a lien is expressly retained on the land herein conveyed.

Heavy & Specialized Haulers, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said Robert W.Petty, Winston C. Hickman, Ernest D. Taylor d/b/a CPI Investors, James B. Nolen their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1: A tract of land in the Sixth Civil District of Davidson County, Tennessee, being Lot No. 5, Section Three, Transpo Center, of record in Book 4885, page 98, Register's Office for said County, described as follows: BEGINNING at a concrete monument in the northeast margin of Herron Drive (said street having a 60-foot right-of-way at this point), said monument being the common corner between the herein described tract and Jones & Laughlin Steel Corp., whose deed is recorded in Book 3865, page 145, Register's Office for Davidson County, Tennessee; thence with said margin of Herron Drive, north 53 deg. 50' west a distance of 250.15 feet to a concrete monument; thence leaving said margin, north 36 deg. 10' east a distance of 348.51 feet to a concrete monument in the southwest margin of the Louisville & Nashville Railroad property; thence with said margin of Louisville & Nashville Railroad, south 54 deg. 01' east a distance of 249.24 feet to a concrete monument, a point in the line of Jones & Laughlin Steel Corp., the point of beginning, and containing 2.00 acres, more or less.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address (City or Town) (Zip Code)

4356

Tract No. 2: A tract of land in the Sixth Civil District of Davidson County, Tennessee, being Lot No. 12, on the Plan of Fair View Park, Section Two, of record in Book 4660, page 182, Register's Office for said County, being more particularly described as follows:

Beginning at a concrete monument in the northeasterly margin of Herron Drive (said street having a 60-foot right-of-way at this point), said monument being the common corner between the herein described tract and Lot 5, Section Three, Transpo Center (now Fair View Park) and being located 165.22 feet north 53 deg. 50' west from the right-of-way monument at the intersection of Interstate Boulevard South and Herron Drive as recorded in Plat Book 4660, page 169, Register's Office for Davidson County, Tennessee; thence continuing with the northeasterly margin of Herron Drive, north 53 deg. 50' west a distance of 250 feet to a point; thence leaving said margin north 36 deg. 10' east a distance of 347.71 feet to a point in the southwesterly margin of the Louisville & Nashville Railroad Company; thence with the margin of Louisville & Nashville Railroad south 54 deg. 01' east a distance of 250 feet to a point; thence leaving the margin of said Louisville & Nashville Railroad, south 36 deg. 10' west a distance of 348.51 feet to the point of beginning and containing 2.00 acres, more or less.

Being part of the same property conveyed to Heavy and Specialized Haulers, Inc. by deed from Frank C. Ingraham and wife, Frances R. Ingraham, of record in Book 5067, page 909, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert W. Petty, Winston C. Hickman, Ernest D. Taylor d/b/a CPI Investors, their James B. Nolen 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 said real estate to said Robert W. Petty, Winston C. Hickman, ~~Ernest D. Taylor~~ d/b/a CPI Investors, their heirs James B. Nolen ~~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 in hand paid, , the said Robert W. Petty, Winston C. Hickman, Ernest D. Taylor d/b/a CPI Investors do hereby transfer and convey unto James B. Nolen Phillip Saindon, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Robert W. Petty, Winston C. Hickman, Ernest D. Taylor, the said James B. Nolen d/b/a CPI Investors 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 the insurable 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 Robert W. Petty, Winston C. Hickman, Ernest ~~D. Taylor~~ James B. Nolen d/b/a CPI Investors 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 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 Trustors, their order 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 Phillip Saindon, 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 Buford McCord, Pres., Heavy & Specialized Haulers, Inc. and Robert W.Petty, Winston C.Hickman, Ernest D. Taylor, James B. Nolen d/b/a CPI Investors hereunto set our hands at Nashville, Tennessee, this the 17 day of July 19 84

HEAVY & SPECIALIZED HAULERS, INC.

BY: Buford McCord Pres
Buford McCord, Pres.

Robert W. Petty
Robert W.Petty

Winston C. Hickman
Winston C. Hickman

Ernest D. Taylor
Ernest D. Taylor

James B. Nolen
James B. Nolen

STATE OF TENNESSEE
Davidson **County**

Personally appeared before me, James E. Hickerson, a Notary Public in and for said County and State, the within named Robert W. Petty, Winston C. Hickman, Ernest D. Taylor James B. Nolen d/b/a CPI Investors

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of July, 19 84

James E. Hickerson, Notary Public

Commission Expires 1-18-87

STATE OF TENNESSEE
Davidson **County.**

Before me, James E. Hickerson, a Notary Public in and for the State and County aforesaid, personally appeared Buford McCord

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Heavy & Specialized Haulers, Inc. a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of July, 19 84

James E. Hickerson, Notary Public

Commission Expires 1-18-87

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of _____, the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

136793

IDENTIF. REFERENCE

JUL 17 2 23 PM '84

REGISTER
DAVIDSON COUNTY, TN

RECD

INSTALLMENT DEED

FROM
HEAVY & SPECIALIZED HAULRER, INC.

TO
ROBERT W. PETTY, ET AL
d/b/a CPI Investors

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Robert W. Petty (NAME)	(NAME)	MAP 105-12
1000 4th Ave So (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	PAR 53 & 59
Nashville Tenn 37210 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Phillip Saindon, Attorney
At Law, Stahlman Bldg.
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00 Robert W. Petty
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 17 DAY OF July 19 84

James R. Kirkpatrick
Notary Public

MY COMMISSION EXPIRES: 1-18-87

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6339 PAGE 618

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

120000.00- CAMT.
90000.00- MAMT.
312.00 CSTAX
80.00 MSTAX
.50 PRFEE
15.00 REC'D
CHECK 415.50-
4356A07/17/84 CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.D. 67.93

IDENTIFICATION REFERENCE

JUL 17 2 23 PM '84

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 0053398