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

INSTALLMENT DEED

FROM: Robert H. Cowan, W. Dean Burleson and Wade Birdwell, Trustees of the West Tennessee Services, Inc., and M & S Company, Inc. Profit Sharing Plans and Trust ("GRANTORS")

TO: S. Paul Bryant, II
G.L. Easley
N.C. Sheperd ("GRANTEES")

TO: Richard D. Bird, Trustee
300 James Robertson Parkway
Nashville, TN 37201 ("TRUSTEE")

PROPERTY LOCATION
1221 Faydur Court
Nashville, TN 37210

MAP AND PARCEL NO:
106-9-53

Owner E'
SEND TAX BILLS TO:
S. Paul Bryant, II
1221 Faydur Court
Nashville, TN 37210

FOR AND IN CONSIDERATION of the sum of Three Hundred Thousand Dollars ($300,000.00), of which One Hundred Thousand Dollars ($100,000.00) has been paid in cash, the receipt of which is hereby acknowledged by Robert H. Cowan, W. Dean Burleson and Wade Birdwell, Trustees of the West Tennessee Services, Inc., and M & S Company Inc. Profit Sharing Plan and Trust, and for the remainder of Two Hundred Thousand Dollars ($200,000.00), three promissory notes in the amount of Sixty-Six Thousand, Six Hundred, Sixty-Six and 66/100 Dollars ($66,666.66) of even date herewith payable to the order of Robert H. Cowan, W. Dean Burleson and Wade Birdwell, Trustees of the West Tennessee Services, Inc., and M & S Company Inc. Profit Sharing Plans and Trust, have been delivered, which Notes' principal and interest is payable as follows:

> One Hundred Eighty (180) consecutive monthly installments of principal and interest on each note, at the rate of twelve per cent (12%) per annum in the amount of Eight Hundred, and 11/100 Dollars ($800.11), per note, for a total payment of principal and interest in the amount of Two Thousand, Four Hundred and 33/100 Dollars ($2,400.33) beginning March 1, 1985, and continuing on the same day of each succeeding month until paid in full.
>
> Specific reference is here made to said note for all terms, conditions and provisions, including a limitation on prepayment.

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

02/19 1038.59- CHECK

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GRANTORS have this day bargained and sold and do hereby transfer and convey a one-half undivided interest to S. Paul Bryant, II, a one-fourth undivided interest to G.L. Easley and a one-fourth undivided interest to N.C. Sheperd, their heirs and assigns, in and to certain real property in Davidson County, Tennessee more particularly described as follows:

> Land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 4 on the map of the resubdivision, of Lots Nos. 2, 3, 4, and 5 of McIntyre Industrial Subdivision of record in Book 3600, page 23 and as resubdivided in Book 3600, page 99, Register's Office for said County.
>
> Being the same property conveyed to Jack I. Murphree, Francis V. Nolan and Robert H. Cowan, Trustees, by Deed from Jack I. Murphree and wife, Jean K. Murphree, of record in Book 4809, Page 56, Register's Office for Davidson County, Tennessee.
>
> The said Jack I. Murphree being deceased and the said Francis V. Nolan having resigned as Trustee, and title is vested in the GRANTORS as the duly appointed successor Trustees pursuant to a certain Trust Agreement dated December 31, 1975 and Amendments thereto.

This is improved property located at 1221 Faydur Court, Nashville, Tennessee 37210.

TO HAVE AND TO HOLD said real estate, with the appurtances, estate, title and interest thereunto belonging, to the said S. Paul Bryant, II, G.L. Easley and N.C. Sheperd as their interests appear hereinabove, their heirs and assigns. GRANTORS covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unencumbered except for real property taxes for the year 1985, which have been assumed by GRANTEES.

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, S. Paul Bryant, II, G.L. Easley and N.C. Sheperd (GRANTEES) 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 premises 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 insurable value of the property. 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 hereinabove, 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; and shall comply with all laws, ordinances, rules and regulations by any governmental authority affecting the said premises and the uses thereon.

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

7. Condemnation. 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 condemnation 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 GRANTEE as a result of any such condemnation proceedings, whether the same may be the subject of court proceedings or not.

A waiver by GRANTOR of any of her rights hereunder, whether allowing 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 an 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 not to unreasonably withhold their 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. Release. GRANTORS herreby agree to release the lien of this Installment Deed at such time as an escrow fund, sufficient to pay the indebtedness secured herein, is established and fully funded at the expense of GRANTEE, with an escrow agent satisfactory to GRANTORS.

13. Right to Inspect Premises. GRANTEE agrees that GRANTOR, her 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.

14. Right of GRANTOR to Cure Defaults. 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 accrued in connection therewith, including reasonable 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 indebtedness 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 her 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 satisfactory 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, courtesy, and all other exemptions of every kind, all of which are hereby expressly waived by GRANTEE. Any person, including GRANTOR, her 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 immediate 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 statute or law now or hereafter in force providing for the redemption of land sold under deeds of trust, security agreements, and mortgages. Also waived are all statutory rights of redemption, specifically under T.C.A., Section 66-8-101 and all amendments and substitutions thereto and further, the rights of the surviving spouse to statutory or elective shares are also expressly waived.

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 by 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;

(b) the cost of instituting or defending any litigation which may arise on account of the execution of powers and duties under this conveyance;

(c) the cost of insurance and all other expenses and charges reasonably incident and necessary for the protection and preservation of the property;

(d) cost of effecting the sale and reasonable compensation to the TRUSTEE;

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

(f) 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;

(g) the residue, if any, shall be paid to GRANTEE, heirs, 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, her assigns, distributees or the holders of the Installment Deed Note 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 her successor by an instrument in writing recorded in the Register's Officer 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 waiver the necessity of the TRUSTEE making oath, filing inventory, or giving bond as security for the execution of this trust.

22. Notice of Default. In the event of a default in payment or of any other provision herein by GRANTEES, it is agreed that foreclosure proceedings will not be instituted until GRANTEE shall have been given five (5) days written notice and an opportunity to cure said defaults. Provided however, GRANTEES shall not be entitled to more than two such notices of non-payment in each calendar year. Such notices shall be deemed given when posted to GRANTEES' last known address by United States Mail, first class and postage prepaid.

23. 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 diminish all of the terms, provisions and agreements herein.

IN WITNESS WHEREOF, the parties to this instrument have caused their names to be signed hereto, on the date opposite their respective names:

(End of page - signatures on next page)

GRANTORS:

WEST TENNESSEE SERVICES, INC.,
AND M & S COMPANY INC.
PROFIT SHARING PLANS AND TRUST

Date: 2/4/85

BY: _____
Robert H. Cowan, Trustee

Date: 1-25-85

BY: _____
W. Dean Burleson, Trustee

Date: 2/4/85

BY: _____
Wade Birdwell, Trustee

GRANTEES:

Date: 2/4/85

_____
S. Paul Bryant, II

Date: 2/4/85

_____
G. L. Easley

Date: 2/6/85

_____
N. C. Sheperd

The spouses of the Grantees join in this conveyance to the Trustee for the purpose of waiving any rights and interest they may have in the above described real property by reason of marital rights and further to waive their rights of redemption as set forth in Paragraph 18 above.

Date: 2/9/85

_____

Date: 2/9/85

_____

Date: 2/6/85

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Caruthers, a Notary Public of the State and County aforesaid, ROBERT H. COWAN, TRUSTEE, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of February, 1985.

Ruth Anne Caruthers
NOTARY PUBLIC

My Commission Expires: 4-19-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Caruthers, a Notary Public of the State and County aforesaid, W. DEAN BURLESON, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of January, 1985.

Ruth Anne Caruthers
NOTARY PUBLIC

My Commission Expires: 4-19-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Caruthers a Notary Public of the State and County aforesaid, WADE BIRDWELL, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of February, 1985.

Ruth Anne Caruthers
NOTARY PUBLIC

My Commission Expires: 4-19-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Carruthers a Notary Public of the State and County aforesaid, S. PAUL BRYANT, II and G.L. EASLEY, the within named bargainors, with whom I am personally acquainted and who, upon oath, acknowledge that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of February, 1985.

Ruth Anne Carruthers
NOTARY PUBLIC

My Commission Expires: 4-19-87

STATE OF GEORGIA)
COUNTY OF DEKALB)

Personally appeared before me, Matthew S. Corrick, a Notary Public of the State and County aforesaid, N.C. SHEPERD, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 6 day of February, 1985.

Matthew S. Corrick
NOTARY PUBLIC

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires July 18, 1987

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transaction is $300,000.00.

AFFIANT

Subscribed and sworn to before me, this 4th day of February, 1985.

Ruth Anne Carruthers
NOTARY PUBLIC

My Commission Expires: 4-19-87

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, _____, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this _____ day of _____, 1985.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of the State and County aforesaid, _____, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this _____ day of _____, 1985.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF GEORGIA)
COUNTY OF DEKALB)

Personally appeared before me, Matthew S. Cornick, a Notary Public of the State and County aforesaid, Carole Shepard, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledge that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of February, 1985.

Matthew S. Cornick
NOTARY PUBLIC

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires July 18, 1987

I 0 3 8 8 7

IDENTIF. REFERENCE

FEB 19 2 44 PM '85

DAVIDSON COUNTY, TN

RUSS

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

RECEIVED OF _____

FOR _____

BOOK 6495 PAGE 68

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
			300000.00-	CAMT.
			200000.00-	MAMT.
			780.00	CSTAX
			198.00	MSTAX
			.50	PRFEE
			30.00	WDEED
				CHECK 1008.50-
2	28A	02/19/86	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

183887

IDENTIF. REFERENCE

FEB 19 2 44 PM '86

REGISTER
DAVIDSON COUNTY, TN

No. 109496