INSTALLMENT DEED

For and in consideration of the sum of Eighty One Thousand Six Hundred Twelve and 13/100 ($81,612.13) Dollars, of which Twenty Seven Thousand Two Hundred Four and 04/100 ($27,204.04) Dollars, has been paid in cash by BOBBY LAWSON the receipt of which is hereby acknowledged, and for the Fifty Four Thousand Four Hundred Eight and 09/100 ($54,408.09) Dollars, the said BOBBY LAWSON has executed his promissory note of even date herewith, payable to the order of MARVIN P. FRIEDMAN and MILTON GROSSMAN, Trustee, promising to pay the principal sum of Fifty Four Thousand Four Hundred Eight and 09/100 ($54,408.09) Dollars payable with interest thereon at 12 1/2% per annum in lawful money of the United States of America in the amounts and at the times, as follows:

(a) The principal amount of Eighteen Thousand One Hundred Thirty Six and 03/100 ($18,136.03) Dollars shall be payable in Ten (10) consecutive equal monthly installments of Two Thousand Four Hundred Seventeen and 53/100 ($2,417.53) Dollars including interest, and thereafter,

(b) The principal amount of Thirty Six Thousand Two Hundred Seventy Two and 06/100 ($36,272.06) Dollars shall be payable in Twenty-four (24) consecutive equal monthly installments of One Thousand Seven Hundred Fifteen and 93/100 ($1,715.93) Dollars including interest.

The note provides for prepayment without penalty, a ten day grace period before late payment penalty; it provides for payment of attorney's fees, and to secure the payment of the said note, principal, interest, penalties and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, MARVIN P. FRIEDMAN and MILTON GROSSMAN, Trustee, Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said BOBBY LAWSON, Grantee, his heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

Being a portion of a 16.16 acre tract of land lying in the 12th Civil District of Davidson County, Tennessee and designated as Tax map 71-6, Parcel 29, on the Tax Maps for said County, described according to survey of A & A Engineers, Inc., dated February 1, 1985, as follows: Said portion of tract lies to the west and adjacent to Parcel 85 on Tax Map 71-6, and fronts 65 feet on the southerly margin of West Trinity Lane and extends back between lines measuring 199.19 feet on its easterly line and 199.04 feet on its westerly line to a line in the rear measuring 65.0 feet thereon.

Being part of the property conveyed to Marvin P. Friedman (an individed one-half interest), Gerald Averbuch and wife, Blossom Averbuch (an undivided one-fourth interest), and Eugene Pargh (an undivided one-fourth interest) by deed from Joe Kraft and I.R. Schulman, Trustee, of record in Book 4133, page 912, Register's Office for said County. Gerald Averbuch and wife, Blossom Averbuch, having conveyed their one-fourth interest in said property to Milton Grossman, as Trustee under Irrevocable Trust Agreement of record in Book 4142, page 904, said Register's Office, by deeds of record in Book 5476, page 518 and 523, said Register's Office, and Eugene Pargh having conveyed his one-fourth interest in said property to Milton Grossman, as Trustee under Irrevocable Trust Agreement of record in Book 4142, page 890, said Register's Office, by deeds of record in Book 5476, pages 508 and 513, said Register's Office.

RESTRICTIVE COVENANTS

(a) The Grantee, Bobby Lawson and for his heirs, representatives and assigns warrants, covenants and represents that he will not, directly or indirectly, conduct on the property for fifty (50) years from this date any operations, businesses or transactions pertaining to the motel business or any related businesses including, without limitation, food, parking or meeting room services to be used in conjunction with a motel. In addition the

04/19 377.06- CHECK

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Grantee, Bobby Lawson, and for his heirs, representatives and assigns, warrants and represents that he will not, directly or indirectly operate on the property, a restaurant or any related business for two (2) years from the date hereof or until the promissory note for which the installment deed is security is paid in full, which ever is later.

(b) The Grantors, Marvin P. Friedman, for his heirs, representatives and assigns and Milton Grossman for his successors and assigns, warrant, covenant and represent that they will not, directly or indirectly, conduct for six (6) months from the date here of an electric game business or any related business on the real property described in Schedule II attached hereto.

This is unimproved property, known as _____ West Trinity Lane, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD said real estate, with the appurteances, estate, title and interest thereto belonging to the said Grantee his 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 as set out herein.

We further covenant and bind ourselves, our heirs and representatives, successors and assigns, to warrant and forever defend the title to said real estate to said Grantee his heirs and assigns, against the lawful claims of all persons in so far as the said Milton Grossman, as Trustee, is authorized so to do but no further or otherwise.

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 nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to him in hand paid, I, the said Bobby Lawson do hereby transfer and convey unto Gerald Averbuch, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurteances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Bobby Lawson 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 a sum satisfactory to Grantors until the notes herein secured are fully paid, and 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.

I 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 I 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 each payment at the rate of 12 1/2% annum.

Now, if I, the said Bobby Lawson 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 I 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 premiums insured as herein provided; If I 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 or redemption, homestead, dower and all other exemptions of every kind, which are

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hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to purchaser. The creditor may bid at any sale under this trust conveyance. I 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. I 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 Bobby Lawson, his 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 Gerald Averbuch, 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.

Shelia Lawson, wife of Bobby Lawson, executed this document for the purpose of conveying any and all of the martial rights or interest she may have in the property or this transaction.

IN WITNESS WHEREOF, we, the said Marvin P. Friedman and Milton Grossman, Trustee and Bobby Lawson hereunto set our hands at Nashville, Tennessee, this 12th day of April, 1985.

Marvin P. Friedman

Marvin P. Friedman

Milton Grossman, Trustee

Milton Grossman, Trustee

Bobby Lawson

Bobby Lawson

Shelia Lawson

Shelia Lawson

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Raymond E. Buchanan, a Notary Public in and for said County and State, the within named MARVIN P. FRIEDMAN, MILTON GROSSMAN, TRUSTEE, BOBBY LAWSON AND SHELIA LAWSON, 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 18th day of April, 1985.

Raymond E. Buchanan
Notary Public

My Commission Expires: March 8, 1989

ADDRESS NEW OWNER AS FOLLOWS:

MR. BOBBY LAWSON
5100 Williamsburg Rd.
Brentwood
~~Nashville~~ TN. 37027

RUSH

SEND TAX STATEMENTS TO:

MR. BOBBY LAWSON
Same as above.

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
APR 19 3 19 PM 1985
IDENTIF. REFERENCE
I 9 8 0 3 7

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, which ever is greater, for this transfer is $81,612.13.

AFFIANT

Subscribed and sworn to before me, this the 18th day of April, 1985.

Raymond E Buchanan
Notary Public

My Commission Expires: Mar. 8, 1989

This Instrument prepared by: Marvin P. Friedman

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OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6537 PAGE 490

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
			81612.13-	CAMT.
			64408.09-	MAMT.
			212.16	CSTAX
			52.40	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	277.06-
9768A	04/19/85		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 9 8 0 3 7

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IDENTIF. REFERENCE

Apr 19 3 19 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 126659