This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

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The total principal indebtedness under any contingency is $2,972,000.00.

INSTALLMENT DEED

Address New Owner:	Send Tax Bills To:	Map and Parcel No.:
Sharondale Properties c/o Mr. John C. Schroer Post Office Box 1952 500 Wilson Pike Circle Brentwood, Tennessee 37027	Sharondale Properties c/o Mr. John C. Schroer Post Office Box 1952 500 Wilson Pike Circle Brentwood, Tennessee 37027	Map 34-2, Parcel 102 Map 34-6, Parcels 8, 9, 11, 12.01, 12.02, and 37

FOR AND IN CONSIDERATION of the sum of TWO MILLION NINE HUNDRED SEVENTY TWO THOUSAND and NO/100 DOLLARS ($2,972,000.00), for which SHARONDALE PROPERTIES, a Tennessee general partnership, has executed an Installment Deed Note (the "Note" or the "Indebtedness") of even date herewith, payable to the order of THE COUNTY BANK, with interest as described in the Note, with the final payment thereunder being due not later than November 8, 1985, and providing for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said Indebtedness, principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, THE COUNTY BANK has this day bargained and sold, and does hereby transfer and convey unto the said SHARONDALE PROPERTIES, its successors and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A" attached hereto.

This is unimproved land in Davidson County, Tennessee.

This conveyance is subject to:

1. Real estate taxes for 1985 which have been prorated between the parties and the payment of which are assumed by Sharondale Properties.

2. The Plan of record in Book 5210, Page 47, said Register's Office, shows an owner's certificat and a ten (10) foot easement for public utility and drainage purposes around the entire property line of said lot; also notes as shown on said Plan (as to Tract II).

3. Easement for sanitary sewers and/or storm drainage as set out in instrument of record in Book 4224, Page 218, said Register's Office (as to Tract III).

4. Easement for sanitary sewer and/or storm drainage to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4231, Page 783, and Book 4231, Page 786, said Register's Office (as to Tract IV).

5. Easement for sanitary sewer and/or storm drainage to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5613, Page 233, said Register's Office (as to Tracts VI and VII).

6. Matters shown on Survey of Barge, Waggoner, Sumner & Cannon, dated October 11, 1984, Job No. 8654-01.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said SHARONDALE PROPERTIES, its successors and assigns forever, but subject to the lien of THE COUNTY BANK hereby retained on the above property to secure the payment of said Note.

THE COUNTY BANK does further covenant and bind itself, its successors and assigns to warrant and defend the title to said land unto the Grantee, SHARONDALE PROPERTIES, its successors and assigns, against the lawful claims of all persons claiming by, through or under THE COUNTY BANK, but not further.

And now, for the purpose of better and more effectually securing the payment of said Note; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said Indebtedness and installments thereof, as they mature, and for the consideration of ONE DOLLAR ($1.00) paid in cash, receipt of which is acknowledged, the said SHARONDALE PROPERTIES, hereinafter referred to as Trustor, does hereby transfer and convey unto Thomas C. Scott, Trustee, his representatives and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on or to be hereafter erected on said property, insured under policies in form satisfactory to the holder of the Indebtedness and by companies satisfactory to said holder for the sums satisfactory to said holder, or at least the maximum insurable value, until the Indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to the lawful owner or holder of said Indebtedness as its interest may appear. Upon request Trustor shall deliver the original of said policies or policy to the holder of said Indebtedness.

Trustor agrees not to commit any waste upon said property.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said Indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep any improvements on said property in good repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said Indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above Indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustor upon demand of the Trustee or lawful owner or holder of said Indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said Indebtedness may do any or all of these things and the amounts so paid shall bear interest from the date of payment at the highest rate then permissible in the State of Tennessee, and shall be and become a part of the Indebtedness secured hereby. Provided however, Trustor shall not be required to pay any taxes, assessments or liens upon the property if Trustor is contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustor has exhausted all legal or administrative remedies, Trustor shall pay such taxes, assessments or liens.

Now, if Trustor shall pay the Indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the Indebtedness, maintain the property in good repair, not commit waste, maintain the required insurance, pay any and all sums when due as aforesaid, and timely perform the covenants of this agreement, then this trust conveyance shall be of no further force or effect. But if said Indebtedness, or any installment thereof, or interest thereon, is not paid promptly when due, or if, Trustor fails to pay said taxes when due, maintain the property in good repair or keep the same insured, or pay said other sums when due, as herein provided, or Trustor fails to reimburse the Trustee, or the lawful owner and holder of said Indebtedness for all sums so expended by said Trustee, or the lawful owner and holder of said Indebtedness, with interest at the highest rate permitted under applicable law, within thirty (30) days from date of such payment, or Trustor fails to timely perform the covenants of this agreement, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said Indebtedness then past due and unpaid, all remaining unpaid Indebtedness, and installments thereof, 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 (20) 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 courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory rights 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. The Trustee may, at any time after default in the payment of any of said Indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 Indebtedness 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 Trustor, its 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 Indebtedness, 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 above named Trustee shall be vested in said successor.

In the absence of Grantor's prior written consent, if all or any part of the property or any interest therein is sold, transferred, encumbered or restricted, including, without limitation, (i) the creation of a lien, charge, restriction or encumbrance against the property whether or not subordinate to this Installment Deed, (ii) the execution of a contract to sell, lease or otherwise dispose of all, part of, or any interest in, the property, (iii) the transfer or execution of a contract to transfer or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the property, or (iv) the filing of any tax lien, judgment lien or any other type of lien against the property, Grantor may, at any time after Grantor acquires actual knowledge of such actual or attempted sale, assignment, conveyance, transfer, disposition, encumbrance or restriction, declare all the Indebtedness to be immediately due and payable. Grantor's consent as required above may be conditional upon the approval by Grantor of the purchaser(s). As a further condition of Grantor's consent or approval, Grantor may, in his sole discretion, require a change in the terms of payment of the Note, including but not limited to an increase in the rate of interest provided for in the Note, payment of Grantor's expenses (including attorneys' fees) incurred in connection with said consent or approval. No such written consent shall be effective unless Trustor and the purchaser execute an assumption agreement and modification of the Note setting forth the changes in terms required by Grantor and in such form as Grantor may reasonably require. No consent or approval by Grantor shall cause Trustor to be released from liability for payment of the Note unless Grantor expressly consents in writing to such release.

The Note is a nonrecourse Note and Trustor has no personal liability for payment of the same as more fully set forth in said Note.

The word "Trustor" when used herein shall apply to parties both singular and plural.

WITNESS our hands this 2d day of October, 1985.

THE COUNTY BANK

By: _____

Thomas W. Thompson, Executive
Vice President and Chief Executive Officer

SHARONDALE PROPERTIES

By: _____
John C. Schroer, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Two Million Nine Hundred Seventy Two Thousand and No/100 Dollars ($2,972,000.00).

Subscribed and sworn to before me, this the 3rd day of October, 1985.

AFFIANT

NOTARY PUBLIC

My commission expires:

10-19-86

STATE OF FLORIDA)
COUNTY OF MANATEE)

Personally appeared before me, of the State and County aforesaid, Thomas W. Thompson, 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 Executive Vice President and Chief Executive Officer of THE COUNTY BANK, the within named bargainor, and who acknowledged that he executed the foregoing instrument for the purpose therein contained by signing the name of THE COUNTY BANK by himself as Executive Vice President and Chief Operating Officer.

WITNESS my hand and seal this 2d day of October, 1985.

NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1989

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, of the State and County aforesaid, John C. Schroer, 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 Partner of SHARONDALE PROPERTIES, a Tennessee general partnership, the within named bargainor, and who acknowledged that he executed the foregoing instrument for the purpose therein contained by signing the name of SHARONDALE PROPERTIES by himself as Partner.

WITNESS my hand and seal this 3rd day of October, 1985.

Bettie Jane Newton
NOTARY PUBLIC

My commission expires:

10-19-86

RUSH

4 2 1 9 3

IDENTIFICATION REFERENCE

Oct 4 3 50 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

EXHIBIT "A"

TRACT I

Land in Davidson County, Tennessee, according to a survey by J. Bruce Rainey, Surveyor, dated 6/18/84, as follows:

Beginning at an iron pin on the southerly margin of Cude Lane which is 464.65 feet more or less from the westerly margin of the intersection of Cude Lane and Gallatin Road; thence leaving said iron pin S 46° 0' 0" E 794 feet along the southerly margin of Cude Lane to an iron pin; thence leaving the southerly margin of Cude Lane S 44° 3' 23" W 173.32 feet to an iron pin; thence N 46° 11' 27" W 235.03 feet to an iron pin; thence N 46° 36' 12" W 544.17 feet to an iron pin; thence N 39° 20' 22" E 180.43 feet to the point of beginning, containing, containing 3.18 acres, more or less.

Being the same property conveyed to Loyd B. Smith and wife, Gwynn Minchey Smith by deed from W. M. Inman and wife, Nina Gray Inman, of record in Book 2090, page 537, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Rivergate Square Shopping Center a Joint Venture by deed of record in Book 6327, page 39, said Register's Office.

TRACT II

Land situated in the 10th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point on the easterly margin of Edgefield Jct. Road now Myatt Drive, at the northwest corner of the property conveyed to James Craft, by deed from Eleanor P. Swatts, of record in Book 5491, page 52, Register's Office for said County; the same being 528.7 feet southerly from the south margin of Gallatin Road, thence with the northern line of said tract N 54° 15' E 613.9 feet to an iron pin; thence N 48° 08' W, along a chain link fence 226.84 feet to a point which is the southeast corner of James H. Craft subdivision, a plat of which is of record in Plat Book 4470, page 119, said Register's Office; thence with the boundary of said subdivision N 30° 30' E 230.45 feet to a point; thence N 6° 20' E 190.42 feet to a point; thence leaving said subdivision boundary N 33° 26' E 160.35 feet to a point in the west line of L.B. Smith, of record in Book 2090, page 537, said

Register's Office; thence with Smith's line S 46° 13' E 780.97 feet to a corner which is the southerly line of Lot No. 6 on the plan of W. J. Cude's Subdivision of Edgefield Junction, of record in Plat Book 421, page 105, said Register's Office; thence with the south line of Lot No. 6 of said subdivision S 43° 40' W 723.5 feet to a corner; thence S 77° 30' W 50 feet to a corner; thence N 15° 55' W 238 feet to a corner; thence N 5° 28' E 125.53 feet to a corner; thence leaving Lot No. 6 of W. J. Cude's Subdivision and severing the property of James H. Craft as recorded in Deed Book 4591, page 52, said Register's Office, S 54° 15' W 574.34 feet to the northeast end of a curve at the intersection of Myatt Drive, having a radius of 25 feet; thence around said curve to the left 40.48 feet to a point in the east margin of Myatt Drive; thence with the margin of same N 38° 31' W 76.3 feet to the beginning, containing 10.1 acres.

Being part of the same property conveyed to James R. McKinney, Trustee by deed from Small Business Administration, Agency for U.S.A., of record in Book 5695, page 935, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Rivergate Square Shopping Center, a Joint Venture by deed of record in Book 6327, page 42, said Register's Office.

TRACT III

Land in Davidson County, Tennessee, described according to a survey dated July 29, 1978, made by Ernest Medlin Surveyor, as follows:

Beginning at a point in the northerly margin of Myatt Drive (formerly Edgefield Junction Road) and the same being the westerly corner of the property belonging to A. M. Carter by deed of record in Book 1562, page 302, in the Register's Office for Davidson County, proceeding from said point N 49° 55' E 512.89 feet to an iron pin; thence S 15° 14' E 475.7 feet to an iron pin; thence S 54° 25' E 171 feet to an iron pin in the westerly margin of Spring Branch Road; thence S 53° 15' W 115.5 feet along said margin to an iron pin; thence N 60° 11' W 31.8 feet to an iron pin; thence N 36° 51' W 122.64 feet to an iron pin; thence S 46° 47' W 310.0 feet to an iron pin in the northerly margin of Myatt Drive; thence proceeding along said margin with a curve to the left having a radius of 5683.58 feet, a distance of 450.7 feet to the point of beginning, and containing 4.40 acres, more or less.

Being the same property conveyed to Moore & Shaw Oldsmobile-Pontiac-GMC, Inc., a Tennessee corporation by deed of record in Book 5320, page 719, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Rivergate Square Shopping Center, a Joint Venture by deed of record in Book 6327, page 48, said Register's Office, Moore & Shaw Oldsmobile-Pontiac-GMC, Inc. having conveyed the property in Book 6322, page 503, said Register's Office.

TRACT IV

Land in Davidson County, Tennessee, being more particularly described as follows:

Beginning at a concrete monument on the northeasterly margin of Myatt Drive, said point of beginning being the southernmost corner of this tract and also being the southwest corner of the property now or formerly owned by A. M. Carter as evidenced in deed Book 1562, page 302, Register's Office for said County; thence with the margin of the said Myatt Drive; N 38° 31' W 106.70 feet to a concrete monument; thence leaving the margin of the said Drive and with a curve to the right having a central angle of 92° 46' and a radius of 25.00 feet a distance along the curve of 40.48 feet to a concrete monument; thence N 54° 15' E 574.34 feet to an iron pin; thence S 05° 28' W 125.53 feet to a point; thence with the line of the said A. M. Carter S 49° 57' 39" W 512.89 feet to the point of beginning.

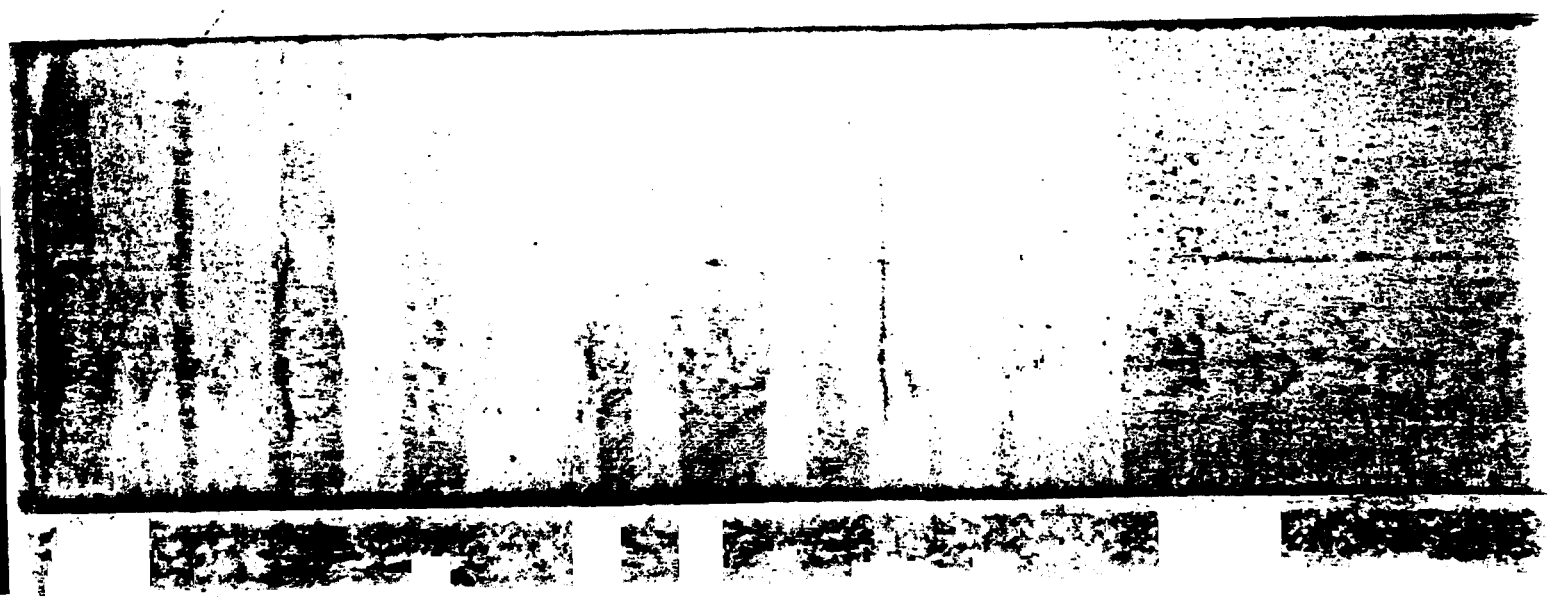
Being a portion of the same property conveyed to James H. Craft by deeds of record in deed Book 4591, page 48 and deed Book 4591, page 52, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Rivergate Square Shopping Center, a Joint Venture by deed of record in Book 6327, page 50, said Register's Office.

TRACT V

A tract of land in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, described according to a survey made by H. B. Fowlkes, Surveyor, November, 1946, of record in Book 1580, page 379, Register's Office for said County, described as follows:

Beginning at the common corner of the lands owned by Robert Cantrell, Wheeler and James T. Frederick; thence with the line between Robert Cantrell's tract of land owned by James T. Frederick and Mrs. Elizabeth Frederick, N 53° 50' W 167 feet to a fence post, N 13° 15' W 235 feet to a point near a cherry tree, said point being the southwest corner of a tract of land owned by Overall; thence with the southern boundary of the lands owned by Overall and Wheeler, N 77° 28' E 229.3 feet to a stone in said Wheeler's line; thence with Wheeler's western boundary line, S 15° 26' E 304.5 feet to a fence post in said Wheeler's line; thence with Wheeler's line, S 53° 05' W 141 feet to the beginning, containing 1.719 acres, more or less.

Being the same property conveyed to Bobbie R. Williams and wife, Evelyn Williams, by deed from Clarence Thaxton and wife, Pauline Thaxton, of record in Book 4001, page 15, Register's Office for Davidson County, Tennesse, and being the same property conveyed to Rivergate Square Shopping Center, a Joint Venture by deed of record in Book 6327, page 54; said Register's Office.



TRACT VI

Land in the 10th Civil District of Davidson County, Tennessee, described partly according to a survey made by Cantrell & Morrison, Engineers, May, 1964, as follows:

Beginning at a point in the northerly margin of Spring Branch Drive, 176.4 feet west of the southwest corner of Lot No. 39, Shepherd Hills, Section II, as of record in Book 2900, page 12, Register's Office, as measured around a curve of said Drive; thence with said Drive in a southwesterly direction 200 feet; thence leaving said Drive, N 14° 49' W 304.2 feet; thence S 76° 04' W 177.5 feet; thence N 44° 17' E 451.1 feet to a point, 40 feet from the southwest corner of Shepherd Hills Subdivision above mentioned; thence S 14° 19' E 460 feet more or less to the point of beginning.

Being the same property conveyed to Joe Neumair and wife, Emmi F. Neumair by deed from A. J. Coleman and wife, Edith Coleman, of record in Book 3762, page 337, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Rivergate Square Shopping Center, a Joint Venture by deed of record in Book 6327, page 58, said Register's Office.

TRACT VII

A tract of land in the 10th Civil District of Davidson County, Tennessee, described partly according to a survey made by Cantrell & Morrison, Engineers, May, 1964, as follows:

Beginning at a concrete monument in the northerly margin of Spring Branch Drive, at the southwest corner of Lot No. 39 on the Plan of Shepherd Hills, Section, II as of record in Book 2900, page 12, Register's Office; thence along the northerly margin of said Drive, around a curve in a westerly direction 176.4 feet thence leaving said Drive, N 14° 40' W 460 feet more or less; thence N 44° 17' E 40 feet more or less to the southwest corner of Shepherd Hills Subdivision; thence along the line of said subdivision, S 45° 43' E 329.9 feet to the northwest corner of Lot No. 39 in said Subdivision; thence along the west line of said lot, S 7° 14' E 190.8 feet to the beginning.

Being the same property conveyed to The County Bank by deed from Thomas C. Scott, Trustee, of record in Book 6645, Page 86, Register's Office for Davidson County, Tennessee.

1/24 10730.70-CHECK

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6675 PAGE 238

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

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

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO.	2,472,000.00		
	Mtg	2,472,000.00		
			7727.20 CSTAX	
			2970.00 MSTAX	
			.50 PRFEE	
			33.00 WDEED	
			CHECK 10730.70-	
			3863A 10/04/85 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

42193

IDENTIFICATION REFERENCE

OCT 4 3 30 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 179406