PREPARED BY

BOOK 6715 PAGE 947

INSTALLMENT DEED

ADDRESS NEW OWNER AS AS FOLLOWS:

Blankenship + Conniff Partnership Simc
6445 Edinburgh Dr
Nashville, Tn 37221

SEND TAX BILLS TO:

MAP PARCEL NUMBERS:

42-16
Par 204 Is

FOR AND IN CONSIDERATION of the sum of Three Hundred Six Thousand Seven Hundred and No/100 ($306,700.00) Dollars of which Sixty Six Thousand Seven Hundred and No/100 ($66,700.00) Dollars has been paid in cash, ($46,400.00 paid to Horace C. Pratt and $20,300.00 paid to Robert S. Bridges), the receipt of which is hereby acknowledged, and for the remainder of Two Hundred Forty Thousand and No/100 ($240,000.00) Dollars Blankenship and Conniff Partnership, (a general partnership composed of only Claude E. Blankenship and Dennis E. Conniff) has executed and delivered its Promissory Note of even date payable to Horace C. Pratt in the principal amount of One Hundred Sixty Seven Thousand ($167,000.00) Dollars and has executed and delivered its Promissory Note of even date payable to Robert S. Bridges in the principal amount of Seventy Three Thousand and No/100 ($73,000.00) Dollars. Both of the said Promissory Notes are payable in sixty (60) equal quarterly installments of principal and interest, with interest computed at 9% per annum with all unpaid principal and interest due and payable in full on November 1, 2000 and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed (otherwise said Promissory Notes are nonrecourse in nature; reference is made to said Promissory Notes for all terms and provisions including provisions regarding acceleration of said Promissory Note in the event the property described in this Installment Deed is transferred), Horace C. Pratt, unmarried, has this day bargained and sold, and does hereby transfer and convey unto the said Blankenship and Conniff Partnership, the Grantee herein, its successors, heirs and assigns certain real estate on Gallatin Road, Nashville, Davidson County, Tennessee. Robert S. Bridges joins in this conveyance to subject whatever rights he has in the property to the terms of this conveyance including all of his rights in the real property inurring as a result of his being a shareholder in Madison Auto Parts Co., a Tennessee corporation. The real property is more particularly described on Exhibit A attached hereto.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is Three Hundred Six Thousand Seven Hundred and No/100 ($306,700.00) Dollars.

Claude E Blankenship
AFFIANT

Subscribed and sworn to before me this the 21 day of November, 1985.

Christopher Hollis
NOTARY PUBLIC

My Commission Expires:

3-8-89

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee its successors, heirs and assigns forever Horace C. Pratt covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except as set forth herein, as set forth in Exhibit A, and except for 1985 real estate taxes which have been assumed by Grantee.

Horace C. Pratt further covenants and binds himself, his successors and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors, 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 indebtedness ("indebtedness" as used herein shall be either of the Promissory Notes described hereinabove, it being the intent that the holder of either of said Promissory Notes may enforce any rights hereunder without the consent of the other holder); 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, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee hereinafter referred to as Trustor, hereby transfers and conveys unto Alan B. Wright, Trustee, his successors 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 in some reliable fire insurance company, or companies, for the sum of the unpaid principal balance of said notes (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 said Trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear or payable to the holder of said indebtedness.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 (unless the lawful owner and holder of said indebtedness has given prior written consent to such lien); to keep the 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 9 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when

due, as aforesaid, 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 at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness 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 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 days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said property at the south door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, and all other rights of redemption statutory or otherwise (including without limitation those rights of redemption contained in Tennessee Code Annotated Section 66-8-101, et seq.) 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 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 regarding collection of the said indebtedness and exercise of any rights hereunder, 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 (to the holders of the two Promissory Notes described hereinabove pro rata) 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, his 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, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 WITNESS WHEREOF the parties to this instrument have signed their names, and on this the 21 day of November, 1985.

Robert S. Bridges
ROBERT S. BRIDGES

Horace C. Pratt
HORACE C. PRATT

BLANKENSHIP AND CONNIFF PARTNERSHIP

By: Claude E. Blankenship
CLAUDE E. BLANKENSHIP
General Partner

By:
DENNIS E. CONNIFF
General Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Christopher Harris, a Notary Public in and for said County and State, HORACE C. PRATT, the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 21 day of November, 1985.

Christopher Harris
NOTARY PUBLIC

My Commission Expires:

3-8-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Christopher Harris, a Notary Public in and for said County and State, ROBERT S. BRIDGES, the within named bargainor, with whom I am personally acquainted, or proved to me based on satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 21st day of November, 1985.

Christopher Harris
NOTARY PUBLIC

My Commission Expires:

3-8-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, CHRISTOPHER HARRIS, a Notary Public of the State and County aforesaid, personally appeared Claude E. Blankenship with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be one of two general partners of Blankenship and Conniff Partnership the within named bargainor, a partnership, and that he as such general partner, being authorized to so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as general partner.

Witness my hand and official seal at Nashville, Tennessee this 21 day of November, 1985.

NOTARY PUBLIC

My Commission Expires:

3-8-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, CHRISTOPHER HARRIS, a Notary Public of the State and County aforesaid, personally appeared Dennis E. Conniff with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be one of two general partners of Blankenship and Conniff Partnership the within named bargainor, a partnership, and that he as such general partner, being authorized to so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as general partner.

Witness my hand and official seal at Nashville, Tennessee this 21 day of November, 1985.

NOTARY PUBLIC

My Commission Expires:

3-8-89

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of H. C. Pratt Subdivision, as of record in Book 5200, page 49, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Horace C. Pratt and wife, Virginia R. Pratt by deed from Joe B. Winfrey and wife, Virginia Winfrey of record in Book 3578, page 401 and part of the same property conveyed to Horace C. Pratt by deed from Madison Auto Parts Company, Inc., a Tennessee Corporation of record in Book 5290, page 663, Register's Office for Davidson County, Tennessee, the said Virginia R. Pratt having since died.

Subject to lease by and between Madison Auto Parts Co., a Tennessee corporation, and Benjamin S. Yi.

Subject to easement for sanitary sewer and/or storm drainage granted Davidson County, Tennessee, by grant from E. L. Curtis and wife, of record in Book 3340, page 284, Register's Office for Davidson County, Tennessee, a plan of which is shown on page 286.

Subject to all matters shown on a survey by Ragan-Smith-Murphy & Associates, Inc. dated October 24, 1985.

55322

IDENTIFICATION REFERENCE

Nov 22 2 32 PM '85

FELIX FAINSOD REGISTER

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6715 PAGE 953

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

306700.00- CA.IT.
240000.00- MA.IT.
797.42 CSTAX
238.00 MSTAX
.50 PRFE
18.00 WDEED
CHECK 1053.92-
9466A 11/22/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5322

IDENTIFICATION/REFERENCE

Nov 22 2 38 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 194611