The maximum principal indebtedness secured hereby under any contingency in Tennessee is $2,344,096.80

This instrument prepared by:
Thrailkill & Goodman, P.C.
20th Floor
First American Center
Nashville, Tennessee 37238

BOOK 6749 PAGE 629

INSTALLMENT DEED

Address New Owner:

Allied Partners
3030 Sidco Drive
Nashville, TN 37204

Send tax bills to:

SAME

Map Parcel Numbers: Map 117-15, parcel 2

FOR AND IN CONSIDERATION of the sum of Two Million Five Hundred Thousand Dollars ($2,500,000.00) of which $2,344,096.80 is represented by Grantee's (hereinafter defined) note of even date (the "Note") and the balance is represented by other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RONALD COLEMAN, individually and as Trustee of the Coleman Children's Trust (the "Grantor") has bargained and sold, and by these presents does hereby transfer and convey unto ALLIED PARTNERS, a Tennessee General Partnership comprised of Steve Horrell, John Horrell, Stephen O. Hewlett, and C. LeRoy Norton, Jr. (the "Grantee"), Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated by reference herein.

This conveyance of the property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Lease made by Arthur James Coleman, et al. to J. P. Brown and John P. Brown, Jr. of record in Book 4097, page 33, Register's Office for Davidson County, Tennessee;

2. Lease made by Arthur James Coleman, et al. to Western Auto Supply Company, of record in Book 4097, page 63, Register's Office for Davidson County, Tennessee;

3. Rights of lessees, tenants and occupants of the premises or any part thereof;

4. Easements contained in an instrument by and between Nashville Water Company, Inc. and John J. Noel, Jr., et al. dated September 19, 1940 filed September 19, 1940 and recorded in Book 1141, page 378, Register's Office for Davidson County, Tennessee;

5. Restrictive covenant contained in deed from Third National Bank in Nashville, et al., Trustees to Hayes A. Noel dated April 28, 1947 filed April 29, 1947 and recorded in Book 1472, page 215, Register's Office for Davidson County, Tennessee;

6. Encroachments by Keeble Building on east side of property and encroachment by concrete retaining wall on north side of property is set out in deed from Ralph Nichols Company to Hilltop Properties, of record in Book 3874, page 322, Register's Office for Davidson County, Tennessee;

7. Agreement regarding boundary line by and between R & M Investments, a partnership, and Ronald Coleman, individually, and as Trustee of the Coleman Children's Trust, in record in Book 5689, page 654, Register's Office for Davidson County, Tennessee;

8. Assignment by and among Steak and Ale of Tennessee, Inc., Tri-M Management, Inc. and Coleman Construction

Company, of record in Book 5769, page 23, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the same tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs and assigns, forever.

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove, as set forth on Exhibit A and except for 1985 real estate taxes which have been assumed by Grantee.

And Grantor does further covenant and bind himself, his heirs and assigns to warrant and forever defend the title to the property to the said Grantee, its heirs and assigns against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of said Note rendering unnecessary court proceedings for the enforcement of the Note and the lien created hereunder in the event of the non-payment of said Note at its maturity on January 15, 1986, 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 A. J. Sharenberger, III, 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 Note 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 due 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 ten percent (10%) 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 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 upon demand, 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 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 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 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 has caused this deed to be executed this 30th day of December, 1985.

Ronald Coleman, Individually
and as Trustee of the Ronald
Coleman Children's Trust

ALLIED PARTNERS

By: _____
Steve Horrell

By: _____
John Horrell by Steve
Horrell, attorney in fact

By: _____
Stephen O. Hewlett

By: _____
C. LeRoy Norton, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Rubye Rainey, a Notary Public in and for said County and State, the within named RONALD COLEMAN, the Bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained both individually and as Trustee of the Ronald Coleman Children's Trust.

WITNESS my hand and official seal at Nashville, Tennessee, this 30th day of December, 1985.

_____
Notary Public

My Commission Expires: 7-18-87

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is Two Million Five Hundred Thousand Dollars ($2,500,000.00).

_____
Affiant

Subscribed and sworn to before me this 30th day of December, 1985.

_____
Notary Public

My Commission Expires: 7-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Rubye Rainey, of the State and County aforesaid, personally appeared Steve Horrell, Stephen O. Hewlett, and C. LeRoy Norton, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be partners of Allied Partners, the within named Bargainor, a partnership, and that they as such partners, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as partners.

WITNESS my hand and seal, this 30th day of December, 1985.

Rubye Rainey
Notary Public

My Commission Expires: 7-18-87

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Rubye Rainey, of the State and County aforesaid, personally appeared Steve Horrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument on behalf of John Horrell in John Horrell's capacity as a General Partner of Allied Partners, the within named Bargainor, a general partnership, and acknowledged that he executed the same as the free act and deed of the said John Horrell in John Horrell's capacity as such General Partner, by signing the name of the general partnership in his capacity as attorney in fact for John Horrell.

Rubye Rainey
Notary Public

My Commission Expires: 7-18-87

"EXHIBIT A"

Land in Davidson County, Tennessee, being parts of Lots Nos. 2 and 3 on the Map of Glen Echo Subdivision of the Noel Property, not of record, described partly according to a survey made by Geo. W. Watkins, Surveyor, September 30, 1953, as follows:

Beginning at a point on the easterly margin of Hillsboro Road, 150 feet northerly from the northeast corner of said Hillsboro Road and Glen Echo Drive; then with said Road, northwardly 222.75 feet to an iron pin at the southwest corner of the property conveyed to Laurine Wallace Vail by deed from J. W. McMillen, of record in Book 2984, page 86, Register's Office for said County; thence with her southerly line, south 88 deg. 15' east 285 feet to an iron pin, the northwest corner of the property conveyed to the Edwin A. Keeble Corporation by deed from Edwin A. Keeble, of record in Book 2149, page 365, said Register's Office; thence with the westerly line of said property, south 22 deg. 45' west 429.5 feet to an iron pin in the northerly margin of Glen Echo Drive; thence with said Drive, westwardly 100.5 feet to a point 150 feet from the northeast corner of said Hillsboro Road and Glen Echo Drive; Thence northwardly 150 feet; thence westwardly 150 feet to the beginning.

Being the same property conveyed to A. J. Coleman and Ronald Coleman by deed from Hilltop Properties of record in Book 3924, page 945, Register's Office for Davidson County, Tennessee. By deed of record in Book 5392, page 764, Register's Office for Davidson County, Tennessee, Edith Burrell Coleman conveyed to Ronald Coleman, Trustee of the Coleman Children's Trust, an eight and one-third percent (8-1/3%) undivided interest in said property. By deed of record in Book 5392, page 768, Register's Office for Davidson County, Tennessee, A. J. Coleman conveyed to Edith Burrell Coleman an eight and one-third percent (8-1/3%) undivided interest and to Ronald Coleman a forty-one and two-thirds percent (41-2/3%) undivided interest. Said deeds of record in Book 5392, pages 764 and 768, Register's Office for Davidson County, Tennessee, were corrected by Deed of Correction of record in Book 5851, page 25, Register's Office for Davidson County, Tennessee.

64861

IDENTIFI REFERENCE

DEC 30 3 59 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6749 PAGE 635

FOR _____

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
			2,500,000.00 conv.	
			2,344,096.80 mtg	
			5[illegible].00 [illegible]	
			2340.10 [illegible]	
			.50 PRFEE	
			10.00 WD	
			CHECK [illegible]	
			1174A12/30/86 BN .01	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

64661

IDENTIFICATION REFERENCE

DEC 30 3 39 PM '86

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 206045