This instrument was prepared by:
Tom B. Harris, Jr., Attorney
108 Frey Street, P. O. Box 37
Ashland City, Tennessee 37015

MAP 82-16
P/O Par 424

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the promise by National Systems, Inc., to pay us the sum of Ninety-nine thousand four hundred fifty-four and 75/100 ($99,454.75) dollars, for which sum the said National Systems, Inc. has executed and delivered its Installment Deed Promissory Note ("the purchase money note") dated September 18, 1986, payable in fifty-nine (59) equal and consecutive monthly installments of One thousand two hundred ($1,200.00) dollars each beginning October 18, 1986, and on the like date of each month, with a final installment of Sixty-one thousand two hundred ($61,200.00) dollars becoming due as the sixtieth consecutive and final monthly payment on September 18, 1991, the said note bearing interest at the rate of eight (8%) per cent per annum from date, and providing for payment of attorney's fees, and to secure the payment of the said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Hilmar Kleeman, Ernestyne Kleeman Mueller, and Patricia Kleeman Goldstein, have this day bargained and sold, and do hereby transfer and convey unto the said National Systems, Inc., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 2 on the re-subdivision plat of record in Book 5190, Page 263, in the Register's Office for Davidson County, Tennessee, and more particularly described as follows:

BEGINNING at a point in the generally southerly boundary of the right-of-way of Main Street; thence, along the said boundary N 62 degrees 02' 42" E 145.14 feet to a point; thence, S 25 degrees 25' E 156.07 feet to a point in the generally northerly boundary of the right-of-way of an alley; thence, along the said right-of-way S 64 degrees 30' W 145.00 feet to a point; thence, N 25 degrees 25' W 149.86 feet back to the point of beginning; the said tract contains 0.509 acres according the said plat and is subject to the 21-foot minimum building setback line shown thereon.

THIS tract contains all of the property conveyed to Karl M. Kleeman and wife, Amy E. Kleeman, by deed from Elizabeth Scales and Fannie Cartwright dated April 16, 1952, and of record in Book 2043, Page 209, in the Register's office for Davidson County, Tennessee, and, additionally contains part of the property conveyed to the said Karl M. Kleeman and wife, Amy E. Kleeman, by

deed from Annie Maurine Welch Connally dated December 26, 1956, and of record in Book 2644, Page 564, in the said Register's office.

The said Karl M. Kleeman died on May 11, 1972, and the entire fee in and to the described property then became vested in the said Amy E. Kleeman as the surviving tenant by the entirety.

Amy E. Kleeman died testate on June 5, 1977, leaving the said property to the said Hilmar Kleeman, Ernestyne Kleeman Osman Mueller, and Patricia Kleeman Goldstein, by her will admitted to probate in the Probate Court for Davidson County, Tennessee, in case number 64537, which will is of record in Book 5403, Page 37, in the said Register's office.

Ernestyne Kleeman Osman named in the said will has remarried and is the same person as Ernestyne Kleeman Mueller.

Ben Mueller, the husband of Ernestyne Kleeman Mueller; Richard N. Goldstein, the husband of Patricia Kleeman Goldstein; and Betty Kleeman the wife of Hilmar Kleeman; join in this conveyance for the purpose of conveying, releasing, and relinquishing all of their respective right, title, and interest in and to the property, but no further or otherwise.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said National Systems, Inc., its successors 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.

We further covenant and bind ourselves, and our heirs and representatives, to warrant and forever defend the title to the said real estate to the said National Systems Inc., its successors and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing payment of the purchase money note as described hereinbefore, and to render unnecessary court proceedings for the enforcement of the said lien in the event of the non-payment of any of the installments to come due on the purchase money note or in the event of the default by the said National Systmes, Inc., in the keeping of any of the terms of the said note or of this installment deed, as hereinafter provided, and for the consideration of the extension of the credit to us evidenced by the purchase money note, and for the additional consideration of One ($1.00) dollar, to it in hand paid, the said National Systems,

Inc., does hereby transfer and convey unto Tom B. Harris, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, interest, rents, issues, and profits, all buildings now or hereafter erected on said premises, and all fixtures and equipment now or hereafter attached to the same and thereto belonging, for the purpose aforesaid, only.

THE SAID National Systems, Inc., does hereby covenant and agree (referring to itself hereinafter as "the grantor"):

(1) to pay the indebtedness evidenced by the purchase money note when due, or any extensions, modifications or renewals thereof;

(2) that this instrument shall further secure the full, prompt and final payment of any other indebtedness that the grantor may now or hereafter owe the holders of the indebtedness directly or as an endorser or security for others;

(3) that any and all buildings, structures, fixtures and improvements constructed or to be constructed on the premises or attached to said premises, now or hereafter, shall become a part of the security for this agreement;

(4) to keep said premises free from all liens that may become superior to the lien in this instrument;

(5) to pay all taxes and assessments of every kind and character levied on the within described property, when the same shall become due and payable, and promptly deliver the official receipt to the holders of the indebtedness;

(6) to carry insurance on the insurable buildings in such an amount as may be approved by the holders of the indebtedness, said insurance to be assigned and delivered to the holders of the indebtedness, with all premiums thereon paid in full;

(7) to keep all improvements located on the property in good repair;

(8) not to allow waste to the land or any of the improvements;

(9) that, upon default in the payment of any such lien, taxes, assessments, insurance premiums, or upon failure to keep said buildings on the premises in good repair, the holders of the indebtedness may pay such taxes, liens, assessments, effect such insurance, and make repairs as in their discretion they may deem necessary for the proper preservation thereof, and the sums so paid shall be a further lien on the premises under this instrument, payable forthwith, with interest at the highest legal rate provided in Tennessee;

(10) that, if the Trustee or the holders of the indebtedness shall become party to any suit or proceedings at law or in equity in reference to their interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in

such suit or proceeding shall be a further lien on the premises under this instrument, payable forthwith, with interest at the highest legal rate provided in Tennessee;

(11) that the grantor will not execute any instrument creating a junior lien on this property without the written consent of the owners and holders of the indebtedness;

(12) that, in the absence of the prior written consent of the holders of the indebtedness, if all or any part of the premises or any interest therein is sold, transferred, encumbered or restricted, including without limitation, (a) the creation of a lien, charge, restriction or encumbrance against the premises whether or not subordinate to the lien of this installment deed, (b) the execution of a contract to sell, or option to sell, lease or otherwise dispose of all, part of, or any interest in, the premises, (c) 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 premises, or (d) the filing of any tax lien, judgment lien or any other type of lien against the premises, the holders of the indebtedness may, at any time after actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare all secured indebtedness to be immediately due and payable;

(13) that grantor's default in the keeping of any of the terms of its separate note bearing even date and payable to Halo Cleaners, Inc., or in the keeping of any of the terms of the security agreement securing the said note, shall be considered, and enforcible in the same manner as, a default in grantor's keeping of the terms of the purchase money note secured by this installment deed and a default in its keeping of the terms of this installment deed; and

(14) that consent, as required by the terms hereof, shall not be unreasonably withheld.

Now, if the grantor shall pay all installments of the said purchase money note as they come due, together with any other indebtedness that the grantor may now or hereafter owe the holders of this indebtedness, and shall keep all covenants hereinabove made, this conveyance in trust shall be null and void; but should the grantor fail to do so, then, at the option of the lawful owner and holder of the said purchase money note, the entire remaining balance of the said purchase money note shall become due and payable at once, without notice, and the Trustee, herein named, or his agent or attorney, is authorized and empowered to take charge of said real estate, and after advertising the same for sale at least three (3) different times in a newspaper of general circulation published in the county where the sale is to be made, the first publication to be at least twenty (20) days prior to the sale, announcing the time, terms and place of sale, he will sell said real estate at the Courthouse door of any county in which any part of said real estate is located, to the highest and best bidder for cash, free from the right of redemption, homestead and

dower, and free from the statutory right of redemption under T.C.A. Section 66-8-101, all of which are hereby expressly waived, conveyed and cut off. The grantor expressly covenants that the land shall, at the option of the Trustee, be sold as a whole and not in parcels and any right or privilege conferred upon the grantor or subsequent owner of the encumbered land, by any statute, to have a sale in parcels is hereby expressly waived.

In the event of a sale hereunder, the Trustee will make the purchaser a deed to said real estate, and the owners and holders of the indebtedness secured hereby may bid on and purchase said real estate as though disinterested.

From the proceeds of said sale, the Trustee will first pay the cost of expenses of foreclosure, including a reasonable attorney's fee; he will next pay, in order, the purchase money note hereby secured, together with any other indebtedness that the grantor may, at that time, owe the holders of the indebtedness, and then the balance owing Halo Cleaners, Inc., if any; and the balance, if any, will be paid to the grantor or to its order.

In the event of a sale hereunder, the grantor and all persons holding under it shall be and become tenants at will of the purchasers of the real estate, from and after the execution and delivery of a deed to said real estate, said tenancy to be terminated at the option of the purchaser, upon five (5) days' written notice.

The Trustee shall not be required to execute bond for the performance of his duties hereunder.

If, for any reason, the Trustee, herein named, should be unable or refuse to act, then the holders of the indebtedness may appoint a substitute Trustee, in writing, which writing must be duly acknowledged and recorded in the Register's Office in any county where the real estate is located and the substitute

Trustee, so appointed, shall be clothed with all the powers and vested with all the duties imposed upon the Trustee herein named.

Time is of the essence of this contract, and acceptance of partial or delinquent payments or failure of the holders of the indebtedness to exercise any right or remedy shall not constitute a waiver of any other similar default occurring at a later date.

IN WITNESS WHEREOF, we, the said Hilmar Kleeman and wife, Betty Kleeman; and Ernestyne Kleeman Mueller and husband, Ben Mueller; and Patricia Kleeman Goldstein and husband, Richard N. Goldstein; and National Systems, Inc., have hereunto set our hands at the places and on the dates designated hereinafter, the said National Systems, Inc., by the signature hereto of its authorized representatives, expressly acknowledging that this installment deed has been delivered on this 10th day of September, 1986.

EXECUTED at New York, New York, on this 27th day of August, 1986.

Patricia Kleeman Goldstein

Richard N. Goldstein

STATE OF NEW YORK

COUNTY OF KINGS

Before me, KENNETH A. MARGOLIS, a Notary Public of the State and County aforesaid, personally appeared Patricia Kleeman Goldstein and her husband, Richard N. Goldstein, 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 NEW YORK, New York, this 27 day of August, 1986.

Notary Public

My Commission Expires: Oct. 31, 1988

KENNETH A. MARGOLIS
Notary Public, State of New York
No. 4763649
Qualified in Kings County
Commission Expires Oct. 31, 1988

EXECUTED at Nashville, Tennessee, on this 5 day of ~~August~~ September, 1986.

Hilmar Kleeman

Hilmar Kleeman

Betty Kleeman

Betty Kleeman

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Phillip C. Simpson, a Notary Public of the State and County aforesaid, personally appeared Hilmar Kleeman and his wife, Betty Kleeman, 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 5 day of ~~August~~ September, 1986.

Phillip C. Simpson

Notary Public

My Commission Expires: My Commission Expires Nov. 1, 1987

EXECUTED at Louisville, Kentucky, on this 2nd day of ~~August~~ September, 1986.

Ernestyne Kleeman Mueller

Ernestyne Kleeman Mueller

Ben Mueller

Ben Mueller

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Before me, Norma Savage, a Notary Public of the State and County aforesaid, personally appeared Ernestyne Kleeman Mueller and her husband, Ben Mueller, 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 Louisville, Kentucky, this 2 day of ~~August~~ Sept, 1986.

Norma Savage

Notary Public

My Commission Expires: 10-3-88

EXECUTED at Nashville, Tennessee, on this 18th day of September, 1986.

National Systems, Inc.

By: Charles E. Malone
Charles E. Malone,
Vice President, Secretary and Treasurer

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Lenee J. McPherson, a Notary Public within and for the State and County aforesaid, personally appeared Charles E. Malone with whom I personally acquainted, and who, upon his oath, acknowledged himself to be Vice, President, Secretary and Treasurer, of National Systems, Inc., the within named bargainor, a corporation, and that he as such Vice President, Secretary and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Charles E. Malone as such Vice President, Secretary and Treasurer.

Witness my hand and seal at office in Nashville, Tennessee this 18 day of September, 1986.

Lenee J. McPherson
Notary Public

My Commission Expires July 10, 1990

NEW OWNER: _____

National Systems, Inc.
123 South Graycroft
Madison, Tennessee 37115

SEND TAX BILLS TO:

Same as new owner

Map & Parcel No._____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $99,454.75.

Charles E. Malone
Affiant

Subscribed and sworn to before me, this the 18 day of September, 1986.

Lenee J. McPherson
Notary Public

My Commission Expires: 7/10/90.

09/18 403.55- CHECK

4011

IDENTIFICATION REFERENCE

43923

SEP 18 3 27 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 6984 PAGE 47

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
			99454.75 CAMT.	
			99454.76 MAMT.	
			1278.60 CSTAX	
			97.50 MSTAX	
			.50 PRFEE	
			27.00 WDEED	
			CHECK 403.60	
			4041 09/18/86 BAL .00	
			Total 400.60	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

43923

IDENTIFICATION REFERENCE

SEP 18 3 27 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 296815