PREPARED BY:
Hunter Short, Attorney
323 Union Street
Nashville, TN 37201
615/255-7496

INSTALLMENT DEED

FROM: JOHN S. PHIPPS

TO: OSCO, INC.

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NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Osco, Inc. P/O Box 1203 Columbia, TN. 38402	Same	Map 79 Parcel - Part of 16

FOR AND IN CONSIDERATION OF the sum of Three Hundred Fifty Thousand Dollars ($350,000.00), of which $10,000 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has given its note of even date in the amount of $340,000.00 payable to grantor as therein set out; reference is here made to said note for the terms and conditions thereof; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, John S. Phipps, hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and convey unto Osco, Inc., herein called grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a tract of land in Nashville, First Civil District, Nineteenth Councilmanic District, Cockrill Bend Area of Davidson County, Tennessee, being the westerly portion of Lot No. 2, shown on Section Two (Revised) Cockrill Bend Industrial Subdivision of record in Book 4860, page 30, R.O.D.C., located on the northeasterly margin of Centennial Place West of Centennial Plaza and being more particularly described according to a survey by Barge, Waggoner, Sumner, and Cannon, dated May 30, 1986, Job no. 392902, as follows:

Beginning at a point in the northeasterly margin of Centennial Place, said point being approximately 750 feet northwest from the northwesterly margin of Centennial Plaza and said point being the northwest corner to Lot No. 2 shown on Section Two, (Revised), Cockrill Bend Industrial Subdivision of record in Book 4860, page 30, R.O.D.C.; thence, leaving said margin of Centennial Place with the northwesterly line of said Lot No. 2, N 47 degrees 13' E 626.65 feet to the southerly margin of a railroad easement of record in Book 4599, page 83, R.O.D.C.; thence with said easement with a curve to the right 227.06 feet to a point in the westerly margin of the railroad lead tract to Ford Motor Company, said curve having a radius of 449.06 feet, a central angle of 28 degrees 58' 13" a tangent distance of 116.01 feet, and a chord of S 43 degrees 03' E 224.65 feet; thence, with said margin of railroad lead tract, S 18 degrees 30' E 192.42 feet, thence leaving said margin with a line parallel with the northwesterly line of said Lot No. 2 S 47 degrees 13' W, 524.57 feet to the northeasterly margin of Centennial Place; thence, with said margn N 46 degrees 13' W 400.72 feet to the northwest corner of Lot No. 2, the point of beginning, containing 241.382 square feet, or 5.54 acres more or less.

Being the same property conveyed to JOHN S. PHIPPS, by deed from DAVIS MECHANICAL CONTRACTORS, INC., of record in Book 6877, page 350, Register's Office for Davidson County, Tennessee.

This is improved property known as 7140 Centennial Place, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, its successors and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, its successors 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of One Dollar to it in hand paid, the said grantee herein, does hereby transfer and convey unto Hunter Short, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. The said grantee, does 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 at least the sum of $-0- until the notes herein secured are 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 and holder of said notes, as his interest may appear. It further agrees 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 it fails 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 such payment. Now, if the said grantee, 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 it fails 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 premises insured as herein provided; it fails 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 30 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 20 days' notice by 3 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 right to redeem property as provided in T.C.A. 66-8-101, 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 conveyance. It agrees 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. It 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:

First: 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.

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: The residue, if any, will be paid to the grantee herein, its successors, representatives or assigns.

Martha M. Phipps, wife of the grantor, John S. Phipps, joins in this instrument for the purpose of conveying all her right, title and interest in the subject property, if any, to the grantee.

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 the said trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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.

IN WITNESS WHEREOF, we, the said grantors and grantee, have hereunto set our hands this the 30th day of December, 1986.

John S. Phipps

Martha M. Phipps

OSCO, INC.

By: Stephen R Blume
President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John S. Phipps and Martha M. Phipps, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 30th day of December, 1986.

Lois B. Jeffery
Notary Public

My Commission expires: May 13, 1990

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen R Blume, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the President of Osco, Inc., as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the cororation by him self as such officer.

WITNESS my hand and official seal at Nashville, Tennessee, this 30 day of December, 1986.

Michele Hoar
Notary Public

My Commission Expires: 4-12-88

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $350,000.00.

Affiant

Subscribed and sworn to before me, this the 30th day of December, 1986.

Notary Public

My Commission expires: 4-17-88

78732

IDENTIFICATION REFERENCE

DEC 31 4 02 PM '86

PEGGY J. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

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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

3503[illegible].00- CAMT.
3403[illegible].00- MAMT.
900.00 COTAX
300.00 MSTAX
.50 PRFEE
12.00 MORTG
CHECK 1320.50-1
3592A12/31/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.8.7.3.2

IDENTIFICATION REFERENCE

DEC 31 4 02 PM '86

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 29259