BOOK 7896 PAGE 364

This instrument prepared by:
Richard K. Smith
Parker, Lawrence, Cantrell & Dean
200 Fourth Avenue N., Suite 500
Nashville, TN 37219

Maximum principal indebtedness for Tennessee recording tax purposes is $800,000.00

SEND TAX BILLS TO:
Paul Eichel
2390 Bellevue Manor Road
Nashville, TN 37221

Map & Parcel: 82-2-80

INSTALLMENT WARRANTY DEED

Security Federal Savings & Loan Association of Nashville, hereinafter referred to as Grantor, in consideration of Eight Hundred Thousand Dollars and No/100 ($800,000.00) in hand paid and of debt and trust hereafter mentioned, grants, sells and conveys unto Paul Eichel, as Grantee, his heirs and assigns, hereinafter Buyer, the parcel of land and other property situated in the County of Davidson, State of Tennessee as described in **Exhibit A** attached hereto and made a part hereof, together with all buildings, machinery, devises, fixtures, furnishings, improvements, appurtenances, equipment, and articles of personal property of every kind and nature belonging to the Grantor, now attached to or placed in or upon the real estate described above, and the improvements thereon, or any part thereof, all of which shall hereinafter be referred to as the Premises, to have and to hold said premises with the appurtences, estate, title and interest thereto belonging to said Buyer, his heirs and assigns, forever. Grantor covenants with Buyer that it is lawfully seized and possessed of the Premises in fee simple, subject to no prior liens or encumbrances, has a right to convey same free and clear, and hereby binds itself, its successors and assigns, to Buyer, his heirs and assigns, to warrant and forever defend the title to the Premises, or any part thereof, against all persons claiming the same or any part thereof, subject only to unpaid 1988 taxes, which are prorated and are being paid at closing, and encroachment of the rear parking lot onto the property of a third party.

And now for the purpose of more fully securing the payment of said Eight Hundred Thousand Dollars and No/100 ($800,00.00) by Buyer to Grantor, Paul Eichel, Buyer, in consideration of Ten Dollars and No/100 ($10.00) in hand paid grants, sells and conveys unto Union Title Company, Trustee, hereinafter Trustee, and to its successors in trust, with power to sale, the parcel of land hereinbefore described, with all buildings, machinery, devises, fixtures, furnishings, improvements, appurtenances, equipment and articles of personal property of every kind and nature belonging to the Buyer, now or hereafter attached or to be placed in or upon the real estate described hereinabove and the improvements thereon, or any part thereof, all of which shall hereinafter be referred to as the Premises, to have and to hold unto the Trustee forever, for. the purpose aforesaid only. Buyer covenants with Trustee that it has a valid fee interest in the Premises subject to no prior liens or encumberances, has a right to convey same free and clear, and hereby binds himself to Trustee to warrant and forever defend the title to the Premises, or any part thereof, against all persons claiming the same or any part thereof, subject only to unpaid 1988 taxes which are prorated and are being paid at closing, and encroachment of the rear parking lot onto the property of a third party.

Said sums due Grantor, from Buyer, will be paid by Buyer in installments as follows:

a. Earnest money in the sum of $11,500.00, paid on the _____ day of _____, 1988;

b. An additional $11,500.00 was paid on January 3, 1989;

c. The sum of $11,500.00 will be paid by the Buyer on a dated not later than the earlier of ninety (90) days following the execution of this instrument or sixty (60) days following the opening of the operations of the Premises by Grantee;

d. The sum of $11,500 will be paid by the Buyer not later than the earlier of one hundred and twenty (120) days following the execution of this instrument or ninety (90) days following the opening of the operations of the Premises by Grantee;

e. Not later than the earlier of one hundred and fifty (150) days following the execution of this instrument or one hundred and twenty (120) days following the opening of operation of the Premises by the Buyer, Buyer will pay to Grantor the sum of $754,000 representing final payment of the amount due Grantor. At the end of the one hundred and fifty (150) day period, if Buyer has not made the final payment herein and Buyer provides a commitment letter from a responsible commercial bank to loan sufficient money within thirty (30) days, Grantor will extend the time the final payment is due thirty (30) days upon payment of the sum of $11,500.00, which sum will be credited to the final payment due.

ARTICLE I:
REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to the Buyer that it has good, full, complete and indefeasible title to the Premises.

Buyer represents and warrants to Grantor and Trustee the following to be true:

1. **PROPERTY SOLD AS IS:** No representations or warranties have been made by the Grantor or anyone on its behalf to the Buyer as to the conditions of the Premises or any improvements thereon. Buyer has inspected the Premises and is thoroughly acquainted with its condition and takes some "as is," as of the date of this contract, ordinary wear and tear and damage by the elements or casualty excepted. In addition, Buyer has inspected the methane gas detection and prevention system and by acceptance of this Deed shall be deemed to have determined the adequacy and sufficiency of the same and shall accept responsibility for the said system from the date of the execution of this instrument forward. And Buyer further acknowledges that any and all representations which Grantor has made, and upon which Buyer has relied in making this Deed, have been included in said Deed.

2. **PRIORITY OF LIEN:** This Deed is, and will remain, a valid and enforceable first lien on the Premises until such time as the total amount due herein is paid. As of this date, Buyer knows of no claims or obligations which are, or may ripen into, liens against the Premises and personal property contained therein, and Buyer will permit no such claim or incur no such obligation prior to the recording of this Installment Deed.

3. **INFORMATION AND FINANCIAL STATEMENTS:** All information and financial statements furnished or to be furnished the Grantor by or on behalf of Buyer in connection herewith are, and will be, accurate and not misleading.

ARTICLE II:
COVENANTS AND AGREEMENTS

The Buyer covenants and agrees with the Grantor as follows:

1. **PAYMENT OF INDEBTEDNESS:** Buyer will pay the indebtedness, as hereinabove provided, at the times and in the manner provided in the Deed, and will be personally liable for

the entire indebtedness of Eight Hundred Thousand Dollars ($800,000).

2. ADDITIONAL INTEREST: In the event Buyer fails to make the payment of any monthly installment or any part thereof, including interest and/or fees and expenses, or in the event Buyer shall fail to pay any other sum due hereunder on the date when the same shall be due, Buyer shall pay interest on all such sums at a rate of interest of ten percent (10%) per annum.

3. PAYMENT OF ADDITIONAL SUMS: In order to more fully protect the security of this Deed, Buyer will pay when due all taxes, special assessments, and any other lawful governmental charges assessed on the Premises covered by this Deed, all premiums that become due and payable on policies of fire, extended coverage, and other insurance on the Premises covered hereby as reasonably required by Grantor. Until the amounts due are paid in full, Buyer will promptly deliver the official receipts or certified copies evidencing payment thereof to the Grantor on request. In default thereof the Grantor may pay same, and any amount so paid, with any penalty or interest thereon, shall be an indebtedness secured by this Deed.

4. MAINTENANCE OF PREMISES: As long as Grantor retains a lien on the property, nothing shall be done on or in connection with the Premises which may impair the Grantor's security. Buyer will commit, permit or suffer no waste, impairment or deterioration, ordinary wear and tear excepted, of said property or any part thereof, and said property shall be continuously maintained in good and sightly repair and condition by Grantee at its expense, except for improvements made in accordance with Paragraph 6 hereinbelow.

5. INSURANCE: As long as Grantor retains a lien on the property, Buyer will keep the improvements now existing or hereinafter erected on the Premises insured to such extent as may be reasonably required from time to time by the Grantor, against loss by fire and other hazards, casualties or contingencies, including that of business interruption, which insurance shall cover all perils common to the location of the Premises, and shall at all times insure said premises for full replacement value, including replacement of all furnishings, fixtures, equipment and personalty necessary to the operation of the businesses located thereon. Buyer shall carry public liability insurance protecting the liability of both Buyer and Grantor against personal injury or death and damages to personal property, all in such amounts and for such periods as may reasonably be required by Grantor, and will pay promptly when due any premiums on all such insurance. The following provisions shall apply to such insurance, until such time as the amount due is paid in full:

a. The amount of hazard insurance required shall be written at least in the amount of full replacement cost of all improvements and Buyer-owned contents, with an agreed amount endorsement and a waiver of subrogation clause.

b. Buyer shall maintain public liability and property damage insurance on the Premises protecting the Grantor in the amount of at least One Million Dollars ($1,000,000.00).

c. All required insurance shall be in effect as of the date of execution of this Deed, and shall be maintained throughout the term of this Deed, and in the event that any such insurance shall lapse or terminate, Grantor may secure such coverage at Buyer's expense.

d. All insurance provided for herein shall be effected under valid and enforceable policies, in form and substance then standard in Tennessee and satisfactory to the Grantor, issued by insurers of recognized responsibility approved by the Grantor or possessing a rating of A, A+, or better according to Best Key Rating Guide, as shown in its latest available issue.

e. Upon the execution of this Deed, and thereafter upon the renewal of each policy furnished hereunder, originals or certified copies of the policies and all renewal certificates shall be delivered to the Grantor, upon Grantor's written request. All such policies shall contain an agreement by the insurers that such policies shall not be cancelled, terminated, allowed to expire or modified to the detriment of Grantor without at least thirty days prior written notice to Grantor, and shall provide that any loss shall be payable to the Grantor, as its interest might appear, notwithstanding any act of negligence by the Buyer which might otherwise result in forfeiture of said insurance.

f. In the event of loss, Buyer will give immediate notice by mail to the Grantor, which may make proof of loss if not made promptly by the Buyer, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Grantor instead of the Grantor and the Buyer jointly, and insurance proceeds, or any part thereof, if the building is less than fifty percent (50%) destroyed, will be applied to restore the property, otherwise the proceeds or any part thereof, may be applied by the Grantor, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed or other transfer of indebtedness secured hereby, all rights, title, and interest of the Buyer in and to all insurance policies then in force shall pass to the Purchaser or subsequent Grantee.

g. All policies of insurance provided for herein, and any other policies relating to the Premises procured by the Buyer, shall contain a lender's loss payee endorsement and waiver of subrogation clause attached, all in form and substance satisfactory to Grantor.

6. IMPROVEMENTS: The Buyer shall complete in a good and workmanlike manner any repairs, additions or improvements which have been or may hereafter be constructed on the Premises, in accordance with the terms of the Deed and pay when due all claims for labor performed and materials furnished therefor. Buyer shall obtain all licenses and permits and comply with all laws, rules, regulations, covenants, conditions, restrictions and agreements pertaining to the Premises or Buyer's use thereof. Buyer shall not commit or permit any waste thereon, nor commit, suffer, or permit any act to be done in or upon Premises in violation of any law, ordinance or regulation. Buyer will keep and maintain the Premises in good order and condition, including the acquisition, installation, replacement, operation and maintenance of all necessary furnishings and equipment. Grantee will promptly and in good and workmanlike manner repair and restore any improvements which may be damaged or destroyed.

7. GRANTOR'S RIGHT TO CORRECT: At any time prior to the payment of the entire amount due and in the event that Buyer defaults in the payment of taxes, assessments, water, or other governmental or municipal charges, or any other lawful charges, whether or not herein referred to or provided, or in the event Buyer fails to keep said Premises free from mechanic's and materialmen's liens or claims, then Grantor may with thirty (30) days notice to Buyer, unless failure to act for thirty (30) days will prejudice Grantor, in which case Grantor will give whatever notice will not prejudice its rights, may demand payment or otherwise discharge the same. Buyer covenants and agrees to repay such sums so paid and all expenses incurred by the Grantor, including Grantor's legal fees and expenses, with interest thereon from the date any such expense was incurred at the above rate. The same shall be a lien on the Premises and be evidenced by the Deed and by these presents. Should Buyer be in default of promptly paying such repayments, the whole amount hereby secured shall, if the said Grantor so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding. Once notice and opportunity to cure are given, Grantor shall not be bound to inquire into the validity of any tax,

assessment, adverse claim of title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Grantor shall be subrogated to all rights and equities belonging to the holder of any adverse claim, lien or interest discharged by Grantor.

8. CAUSES OF ACTION AFFECTING PREMISES: Buyer promises and agrees that if during the existence of this trust there be commenced or pending any suit, action, arbitration or other proceedings affecting the Premises, or any part thereof, and arising out of any act or omission occurring or failing to occur including any cause of action arising out of the condition of the premises after the date of this instrument, Buyer will appear in and defend any such matter and will pay all costs and damages arising because of such proceeding. Further, Buyer will immediately upon service thereof deliver to Grantor two copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other processes, pleadings, and papers, however designated, which are served in such action or proceeding. Any appearance of the Grantor in any of the above stated actions, by counsel or by any other representative, shall be at the Grantor's option, and shall be at the sole cost and expense of the Grantee, provided the cost is reasonable and necessary.

9. CONDEMNATION PROCEEDS: Should the Premises or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, Grantor shall be entitled to so much of the compensation, awards, and other payments or relief therefor otherwise belonging to Buyer as may be necessary to reduce the amount owing to a sum no more than eighty percent (80%) of the value of the remaining secured property, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings which will result in any compromise or settlement in connection with such taking or damage. Neither Buyer nor Grantor will compromise or settle any such action without the concurrence of the other. To that extent only, a proportionate share of such compensation, awards, damages, rights or action and proceeds, including the proceeds from any policies of fire and other insurance affecting said Premises, are hereby assigned to Grantor, who may after deducting therefrom all its expenses, including reasonable attorney's fees, apply the same on any indebtedness secured hereby. Buyer agrees to execute such further assignments of any compensation, award, damage and rights of action and proceeds as Grantor may require, to fulfill the provisions of this paragraph.

10. WAIVER OF DEFAULT: The waiver by Grantor of any default or of any provision, covenant or condition hereof shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum and payment of any indebtedness secured hereby, or any other payment hereunder by Buyer to Grantor, shall not be construed to be a waiver of any other breach by Buyer other than the failure of Buyer to pay the particular sum so accepted, regardless of Grantor's knowledge of such other breach at the time of acceptance of such payment.

11. INFERIOR LIENS: Buyer will not permit or suffer any mechanic's or materialmen's liens, or other liens or encumbrances against the Premises or any part thereof, or the revenue, rent issues, income and profits arising therefrom, to remain against the Premises for a period of more than sixty days without the prior written consent of the Grantor. Nothing herein shall prohibit the Buyer from obtaining additional financing secured by the Premises so long as all liens and security interests securing such financings are expressly inferior to the lien granted under this Deed. The obligation evidenced by this Deed may not be wrapped without the prior written consent of Grantor, nor may any arrangement be entered into whereby any other party is responsible for, or actually makes, the payments under this Deed.

12. BUYER'S CERTIFICATIONS: Both parties agree at any time, and from time to time during the term hereof, and within twenty days after demand therefor, to execute and deliver to the other, or any party designated by the other, a certificate in recordable form certifying the amount then due under this Deed, the terms of payment thereof, the dates to which payments have been made, that this obligation is in full force and effect and that there are no known defenses or offsets thereto, or specifying in which regard such obligation is not in full force and effect and the nature of any defense or offsets thereto, together with such other information as the demanding party may request.

13. ENTRIES FOR INSPECTION: Grantor may make or cause to be made from time to time reasonable entries for inspection of the Premises, except during peak business hours and only after forty-eight (48) hours notice to Buyer.

ARTICLE III:
GRANTOR'S REMEDIES

1. PERFORMANCE UNDER DEED: If Buyer shall pay in full any debt that may be owing hereunder, and shall keep and perform each and every covenant, condition, and stipulation herein, and in all other documents executed in connection herewith, and any other documents executed by Buyer at the closing of this transaction, all of which are incorporated by reference herein, then this trust conveyance shall have no further force or effect and shall be released by instrument of record, otherwise it shall remain in full force and effect. Grantor shall provide to Buyer at Buyer's expense and Buyer's option, within thirty (30) days of the date of this conveyance to Buyer, an owner's title policy in standard ALTA form, containing no exception as to title being vested in Buyer.

2. ACTION UPON DEFAULT: If default shall occur in any installment herein, or if Buyer fails to pay the entire amount owing when due, or if a default shall occur in any agreement or instrument executed by Grantor in connection herewith, and if such default shall not be cured within fourteen (14) days after notice of default to Buyer as directed herein, the whole of the indebtedness secured hereby, inclusive of principal, interest, arrearages, taxes, assessments, fees, and expenditures for repairs and maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable at the option of the Grantor. Grantor will be entitled to specific performance to enforce its rights hereunder. The Buyer and Grantor shall hold Trustee harmless, and release the Trustee from any and all liability which the Trustee may incur to Buyer or Grantor by reason of any action taken by the Trustee as directed by this Deed.

a. PURSUE COURT ACTION: Grantor may bring a court action to foreclose this Deed or to enforce its provisions or any of the indebtedness or obligations secured by this Deed.

b. OTHER RIGHTS: Grantor may exercise any other right or remedy available under Tennessee law or in equity it may have.

3. REMEDIES CUMULATIVE: All remedies contained in this Deed are cumulative, and are cumulative as to any other remedies which the Grantor may also have as provided by law or in any other agreement between the Grantor and the Buyer. No delay or failure by the Grantor to exercise any right or remedy under this Deed or any other instrument will be construed to be a waiver of that right or remedy or of any default by the Buyer. The Grantor may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security, and without waiving any other rights.

4. PAYMENT OF EXPENSES: The Buyer will pay all of the Grantor's reasonable expenses incurred in any efforts to enforce any terms of this Deed, whether or not any lawsuit, legal

proceeding or notice of sale is filed or commenced, including, but not limited to, legal fees and disbursements, and title charges.

5. PARTIAL PAYMENT: After default, acceptance by the Grantor of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, regardless of any notation accompanying payment, and the failure to pay the entire amount then due shall continue to be a default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Grantor shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

6. SUBSTITUTE TRUSTEE: At the option of the Grantor with or without any reason, a successor or substitute Trustee may be appointed by the Grantor, without any formality other than a designation in writing of a successor or substitute trustee who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute Trustee had been named original Trustee herein, and right to appoint a successor or substitute trustee shall exist as often and whenever the Grantor desires. If the Grantor is a corporation, the corporation may act through any authorized officer or by any agent or Attorney-in-Fact properly authorized by such officer.

ARTICLE IV:
EVENTS OF DEFAULT

In addition to the breach of any other covenant or duty imposed elsewhere in this instrument, or the breach of any other convenant or duty contained in this Deed or in any instrument incorporated herein, and subject to any notice and cure provisions contained herein, the following events shall consititute Events of Default under this Deed:

a. FAILURE TO MAKE PAYMENT: Failure to make any payment as required by the Deed;

b. FAILURE TO PERFORM: Failure to perform any term, convenant, or condition contained herein, once notice of said failure is given by Grantor and Buyer has failed to perform said term, covenant, or condition within fourteen (14) days;

c. DEBTOR RELIEF: Filing of any petition in bankruptcy, or for an arrangement, reorganization, or any other form of debtor relief under any present or future law relating to bankruptcy or debtor relief, or having such a petition filed against Buyer and Buyer does not opppose that filing or the petition is not dismissed within thirty days after filing; or adjudication of Buyer as bankrupt or insolvent; or appointment of a receiver or trustee to take possession of all or a substantial portion of the assets of Buyer or of the Premises; or a general assignment by Buyer for the benefit of creditors; or should the Premises, or any part thereof, be taken or seized under levy of execution or attachment;

d. UNTRUE OR INCORRECT WARRANTY OR MISREPRESENTATION: Any material misrepresentation or omission made to the Grantor by Buyer for the purpose of inducing the obligation secured by this Deed which was false or misleading on the date made, whether or not that representation or disclosure appears in this Deed, or any warranty or representation set forth herein being untrue or incorrect as of the date of this instrument, whether such untruth or incorrectness is known to, or ascertainable by, Buyer, all such warranties and representations being deemed material;

e. DEFAULT IN OTHER DOCUMENTS: A default occuring under any agreement executed by Buyer made here before or of even date herewith, which further secures any part of the indebtedness or obligation secured by this Deed, except that in the event of a

conflict in the language of any other agreement executed in connection herewith the language of this Deed shall control;

f. ANY OTHER DEFAULT: In addition, any other event occurring which, under the Deed or under any other agreement of the Buyer made herebefore or of even date herewith, relating to this transfer of property constitutes a default by the Buyer and gives the Grantor the right to accelerate the maturity of any part of the indebtedness secured by this Deed, which is not cured within the applicable time period but not less than fourteen (14) days.

ARTICLE V:
MISCELLANEOUS PROVISIONS

1. LIEN INVALIDITY OR UNENFORCEABILITY: If the lien evidenced by this Deed is invalid or unenforceable as to any part of the debt or if the lien is invalid or unenforceable as to any of the Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured by the lien evidenced by this Deed.

2. GENDER AND NUMBER: In this Deed, whenever the context so requires, the masculine gender includes the feminine/neuter, and the singular number includes the plural.

3. GOVERNING LAW: The law of the State of Tennessee shall govern the validity, construction, performance and effect of this Deed.

4. RIGHTS CUMULATIVE: The various rights, options, elections and remedies of the Grantor hereunder shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, option, election, or remedy provided in any agreement or by the law.

5. CONSTRUCTION OF DEED: This Deed shall be construed in accordance with the intent of the parties without regard to any presumption or other rule requiring construction against the party causing the same to be drafted, it being agreed that the language used herein was jointly chosen and agreed upon by the parties hereto.

6. NOTICES: Any notice, demand, request, or consent required or permitted under this Deed shall be in writing, sent by certified mail, return receipt requested, addressed as the case may be to the Grantor:

Security Federal Savings and Loan Association
4235 Hillsboro Road
Nashville, Tennessee 37215

and to the Buyer:

Paul Eichel
2390 Bellevue Manor Road
Nashville, Tennessee 37221

and to the Trustee:

Union Title Company
4235 Hillsboro Road
Nashville, Tennessee 37215

and shall be deemed to have been given on the date three (3) business days after the date when mailed as aforesaid.

In Witness Whereof, the Grantor and Buyer have hereunto set their hands this 24th day of JANUARY, 1989, at Nashville, Tennessee.

Buyer:

Paul Eichel

Paul Eichel

Grantor:

Security Federal Savings & Loan Association of Nashville

By: R. Garry Chaffin

R. Garry Chaffin
Senior Vice President

3414 07/25 0101 03CHECK 3588.70

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Artie Fuller, a Notary Public, in and for the above state and county, the above-signed R. Garry Chaffin, with whom I am personally acquainted, or who identified himself to my satisfaction, who acknowledged himself to be a Senior Vice President of Security Federal Savings & Loan Association of Nashville, and who acknowledged that as such officer, he was authorized to sign the foregoing document for Security Federal and duly being sworn he did so sign for Security Federal, by affixing his name hereto as its Senior Vice President

Witness my hand and seal this 24th day of January, 1989

Artie Fuller
Notary Public

ARTIE FULLER NOTARY PUBLIC AT LARGE STATE OF

My Commission Expires:

5-13-9

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Paul Rudolph, a Notary Public, in and for the above state and county, the above-signed Paul Eichel, with whom I am personally acquainted, or who identified himself to my satisfaction, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 24th day of January, 1989.

Paul Rudolph
Notary Public

My Commission Expires:

11-10-91

The actual consideration for this transfer or value of property (whichever is greater) is $800,000.00.

Patricia A. Hamm

This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed before me this 24th day of January, 1989.

NOTARY PUBLIC

My Commission Expires: 1-21-90

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described tract or parcel of real estate situated in the City of Nashville, Davidson County, Tennessee and being described as follows, to-wit:

Lot No. 1 on the map of Cowen Industrial Park, Section 3, of record in Book 5050, page 55, Register's Office of said county, more particularly described according to a survey by A & A Engineers, Inc. dated August 22, 1978, containing building B-1, as follows:

Beginning at a point on the easterly margin of Cowen Street, said point being the southwestern point of said lot; thence North 12 degrees 40' West, 320 feet; thence around a curve to the right, said curve being the northwest corner of said lot, 39.37 feet to a point; thence continuing Easterly 87.57 feet to a point; thence South 81 degrees 10' East, 298.45 feet to a point; thence South 8 degrees 40' West, 337.20 feet to a point; thence North 83 degrees 02' West, 282.00 feet to the same point of beginning, containing 2.73 acres, more or less.

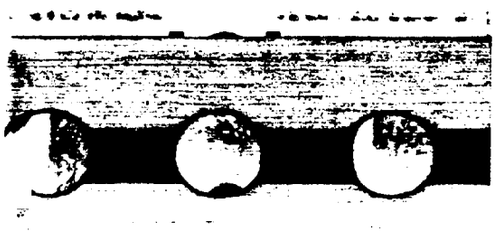
Being the same property conveyed to Security Federal Savings & Loan Association of Nashville from Number One Beale Street, Inc. by quit claim deed of record in Book 7654, page 964, Register's Office for Davidson County, Tennessee.

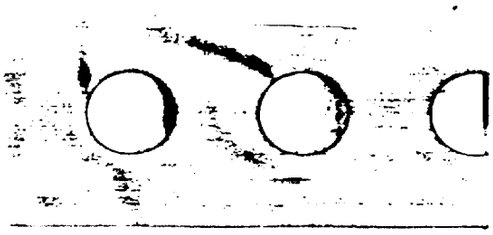
5.18.26

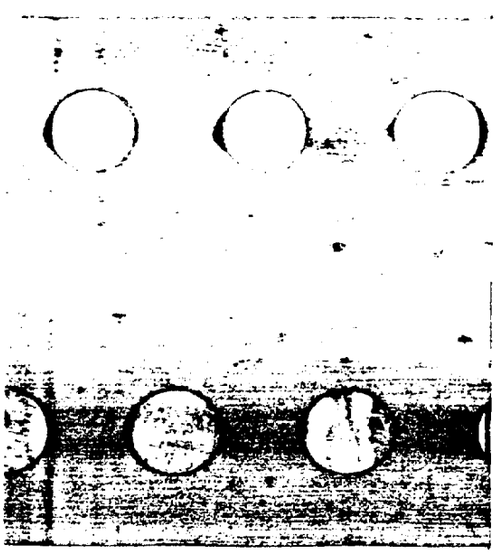
IDENTIFICATION REFERENCE

JUL 25 8 52 AM '89

FELIX Z. WILSON II 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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	
				800000.00
			MAMT	
				800000.00
			CON TX	2640.00
			MOR TX	917.70
			PRFEE	1.00
			WDEED	30.00
			TOTAL	3588.70
			CHECK	3588.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 07/25/89 01 0852 0001 8414

5.18.26

IDENTIFICATION REFERENCE

Jul 25 8 52 AM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 232045