PREPARED BY:
JAMES T. DUBOIS
ATTORNEY AT LAW
COLUMBIA, TENN.

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between STAMTEC, INC., FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and TENNESSEE INDUSTRIAL MACHINERY COMPANY, INC., SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

BOOK 8054 PAGE 262

W I T N E S S E T H:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the assumption of and promise to pay by the SECOND PARTY the unpaid balance of a promissory note in the original amount of $275,000.00, payable to SOVRAN BANK/CENTRAL SOUTH, COLUMBIA, and secured by a deed of trust to SCOTT C. WILLIAMS, Trustee, dated July 31, 1989, and recorded in Book 7905, Page 558, Register's Office of Davidson County, Tennessee, FIRST PARTY conveys unto SECOND PARTY the following described property:

SEE ATTACHMENT FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD said real estate unto SECOND PARTY together with all rights, titles, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS with SECOND PARTY that they are lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered except as follows: current year's property taxes; building restrictions of record in Book 4673, page 508, Register's Office of Davidson County, Tennessee; applicable utility and drainage easements, building setback lines and other matters as shown on plat of record in Book 4860, Page 127, Register's Office of Davidson County, Tennessee; and subject to a lease dated May 1, 1985, between Jimbo Properties and Omni

Outdoor Advertising of Nashville, Inc., and the above mentioned indebtedness.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to said real estate unto SECOND PARTY against the lawful claims of all persons whomsoever.

SECOND PARTY agrees to assume and fully discharge all obligations imposed on FIRST PARTY by the terms of the note, deed of trust and all other loan documents executed by FIRST PARTY, and by this instrument does hereby assume the unpaid balance under the note above referred to, which note is secured by a deed of trust described above.

IN WITNESS WHEREOF, this conveyance has been executed on the 22nd day of February, 1990.

STAMTEC, INC.

By Fred H. Gillham, Sr.
Fred H. Gillham, Sr.
President

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, FRED H. GILLHAM, SR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of STAMTEC, INC., and is authorized by the makers to execute this instrument on behalf of the makers.

WITNESS my hand, at office, this 22nd day February, 1990.

My commission expires:
1-19-93

Sandra J. Lane
Notary Public

SANDRA J. LANE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $275,000.00.

Fred N. Gilham I.
Affiant

Subscribed and sworn to before me, this 22nd day of Feb., 1990.

Sandra J. Lane
Notary Public

SANDRA J. LANE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My commission expires:
1-19-93

NEW PROPERTY OWNERS:

Tennessee Industrial Machinery Company, Inc.
One Times Drive
Columbia, Tenn 38401

PERSON(S) RESPONSIBLE FOR TAXES:

SAME

BOOK 8054 PAGE 264

07052

IDENTIF. TREFERENCE

FEB 28 2 59 PM '90

DAVIDSON COUNTY TN.

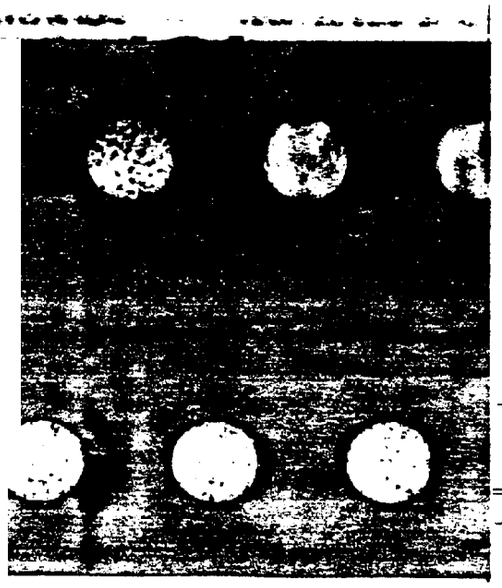
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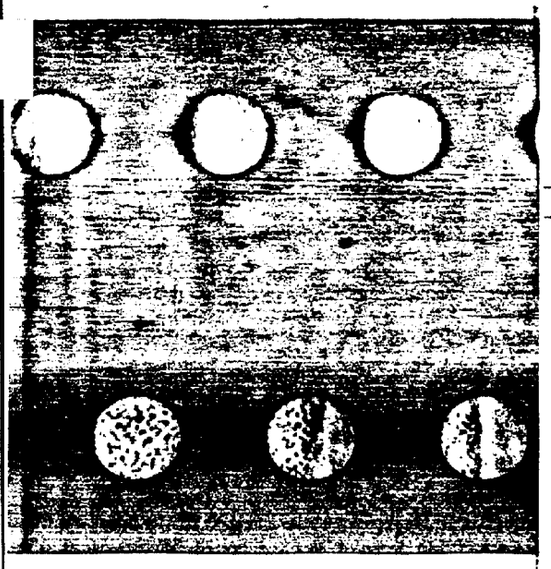
9624 02/28 01:01 03CHECK 920.50

ATTACHMENT

Land in the 5th Civil District of Davidson County, Tennessee, being Lot No. 1 on the plan of Interchange City Industrial Park, Section 18, as of record in Book 4860, Page 127, Register's Office for said County, described as follows: Beginning at a point in the easterly margin of Heil Quaker Boulevard, said point being 430.0 feet north of the center line of Corporate Place as measured along the easterly margin of Heil Quaker Boulevard; thence along the easterly margin of Heil Quaker Boulevard N 4 deg. 15 min. E a distance of 200.0 feet to a point; thence leaving the margin of Heil Quaker Boulevard S 86 deg. 57 min. E a distance of 500.0 feet to a point; thence S 4 deg. 15 min. W a distance of 200.0 feet to a point; thence N 86 deg. 57 min. W a distance of 500.0 feet to the point of beginning.

Being the same property conveyed to the FIRST PARTY herein by deed of record in Book 7748, Page 175, Register's Office of Davidson County, Tennessee.





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

RECEIVED OF _____

FOR _____

BOOK 8054 PAGE 266

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

CAMT 275000.00
CON TX 907.50
PRFEE 1.00
WDEED 12.00
TOTAL 920.50
CHECK 920.50

02/28/90 01 14:59 0001 6624

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07052

IDENTIF. REFERENCE

FEB 28 2 59 PM '90

DAVIDSON COUNTY TN.

No. 296576