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This Instrument Prepared By:

THOMAS I. BOTTORFF
One Maryland Farms, Suite 102
Brentwood, Tennessee 37027
(615) 371-0800

BOOK 8752 PAGE 191

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
Nashville Liftruck Sales & Service, Inc. 402 Driftwood St. Nashville, TN 37210	Owner	93-12 9.01

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $256,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $231,000.00.

Affiant

Sworn to and subscribed before me this 30th day of September, 1992.

My Commission Expires: 10-5-93

Notary Public

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FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty-six Thousand and 00/100 Dollars ($256,000.00) of which Twenty-five Thousand and 00/100 Dollars ($25,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Two Hundred Thirty-one Thousand and 00/100 Dollars, ($231,000.00), **NASHVILLE LIFTRUCK SALES AND SERVICE, INC.**, the Grantees herein, have executed an Installment Deed Note payable to **JOAN FELDMAN BULITT**, the Grantor herein, in said amount, of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, and, therefore, **JOAN FELDMAN BULITT** has this day bargained and sold, and does hereby transfer and convey unto the said **NASHVILLE LIFTRUCK SALES & SERVICE, INC.**, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being part of Lot No. 8 on the Map of Oxmoor Subdivision of record in Book 21, page 96, Register's Office, Davidson County, Tennessee, described as follows:

Beginning at a point in east margin of Driftwood Street near the intersection of north margin of Nestor Street, said point of beginning being 8 feet northwest of center line of Tennessee Central spur tract if measured at right angle therefrom, and running thence with east margin of Driftwood Street N 7° 00' E 334.3 feet to an iron pin; thence S 84° 45' E parallelling and 50 feet north of north wall of warehouse, a distance of 243.2 feet to iron pin in west margin of spur tract right of way and 8 feet west of center line of spur tract; thence southwesterly with west margin of said right of way parallelling center line of spur track, with a curve having central angle of 29° 30' and radius 240 feet, a distance of 123.57 feet, thence S 33° 30' W 34 feet to beginning of curve having central angle of 32° and radius 377

RECORDERS MEMO
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feet and continuing with said curve southwesterly 210.56 feet; thence S 65° 30' W 73.5 feet to beginning containing 47,361 square feet.

Being the same property devised to Joan Feldman Bulitt under Last Will and Testament of Al Feldman of record in Will Book 170, page 115, Probate Court Clerk's Office, Nashville, TN.

This is improved property, known as:

402 Driftwood St., Nashville, TN 37210

This conveyance is made subject to:

1. Real property taxes for 1993 and subsequent years.

2. Easements for sanitary sewers of record in Book 2297, page 125, Register's Office, Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, 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 except for those matters hereinabove stated.

I further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to said real estate to said Grantees, 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 indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said **NASHVILLE LIFTRUCK SALES & SERVICE, INC.**, hereinafter referred to as Trustors, hereby transfer and convey unto THOMAS I. BOTTORFF of Williamson County, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustors upon the following uses and trusts:

Trustors 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 at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to **JOAN FELDMAN BULITT** for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree 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, any 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; 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 Trustors 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 interest at the rate of nine percent (9%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors 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 any installment thereof, 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, Trustors fail 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, within thirty (30) days from date of such demand for payment, 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, and installments thereof, 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 (20) days' notice by three (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, 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 a 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 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.

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 Trustors, their 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, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

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IDENTIFICATION REFERENCE

Oct 8 S 23 AM '92

DAVIDSON COUNTY, TN

3777 08/08/01 03CHECK 1227.55

Harold R. Bulitt joins in this conveyance for the purpose of transferring any marital right, title or interest he may have in subject property.

Witness my hand this 23RD day of September, 1992.

GRANTOR:

Joan Feldman Bulitt

JOAN FELDMAN BULITT

Harold R. Bulitt

HAROLD R. BULITT

GRANTEE:

NASHVILLE LIFTRUCK SALES & SERVICE, INC.

By: Ronnie Harbison Pres - Bobby T. Stevenson Sec.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, RONNIE HARRISON & BOBBY T. STEVENSON, who acknowledged himself to be OFFICERS of Nashville Liftruck Sales & Service, Inc., and who further acknowledged that he, as such OFFICERS executed the within instrument, for the purposes therein contained.

WITNESS my hand and seal this 30th day of September, 1992.

Notary Public

My Commission Expires: 10-5-93

STATE OF PENNSYLVANIA
COUNTY OF Bucks

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Joan Feldman Bulitt and Harold R. Bulitt**, who acknowledged that they executed the within instrument for the purposes therein contained.

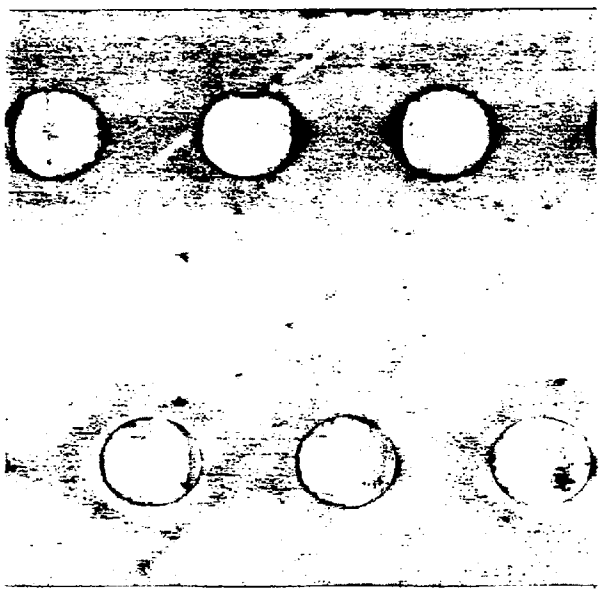
WITNESS my hand and seal this 23rd day of September, 1992.

Notary Public

My Commission Expires: 7/13/96

Notarial Seal
George T. French, Notary Public
Lower Makefield Twp., Bucks County
My Commission Expires July, 13, 1996.

Member, Pennsylvania Association of Notaries



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

RECEIVED OF _____

FOR _____

BOOK 8752 PAGE 195

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 256000.00
MAMT 231000.00
CON TX 947.20
MOR TX 263.35
PRFEE 1.00
WDEED 16.00
TOTAL 1227.55
CHECK 1227.55
10/08/92 01 09:24 0001 8777

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIFICATION REFERENCE

OCT 8 9 23 AM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 578303