Maximum principal indebtedness for Tennessee recording tax purposes is $200,000.00

THIS INSTRUMENT PREPARED BY:
John L. Van Cleave
Suite 300
214 Second Avenue, North
Nashville, Tennessee 37201

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jim Simmons Co., Inc. 972 Main Street Nashville, TN 37206	(SAME)	Map: 82-12 Pars: 298 & 300

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

Affiant

SUBSCRIBED AND SWORN to before me this 19th day of August, 1994.

Judy W. Simmons
Notary Public

My Commission Expires: Nov. 20, 1996

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) for which JIM SIMMONS CO., INC., a Tennessee corporation, ("GRANTEE") has (i) paid cash of Fifty Thousand and No/100 Dollars ($50,000.00); and (ii) executed an Installment Deed Note of even date payable to the order of C.J. SINGER and wife, GLADYS HEATON SINGER, (GLADYS HEATON SINGER being the same person as GLADYS M. SINGER) (the "GRANTORS") in the principal sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) with interest thereon calculated at the rate of six (6%) simple interest per annum payable in fifty-nine (59) consecutive monthly installments of interest only each in the amount of One Thousand and No/100 Dollars ($1,000.00), unless or until the principal balance of the Note is reduced by prepayment of principal or otherwise, commencing January 1, 1995, or as of such earlier date as GRANTORS deliver possession of the premises to GRANTEE, and continuing on the first (1st) day of each month thereafter for fifty-eight (58) additional monthly payments of interest only, with a sixtieth (60th) and final payment of the then entire balance of the Installment Deed Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note being due and payable on the first (1st) day of the month next following the fifty-ninth (59th) payment of interest, provided; however, that GRANTORS shall have the right to declare the then entire balance of the Installment Deed Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note due and payable upon thirty (30) days written notice to GRANTEE, and further provided that if the GRANTEE should earlier convey any part or all of its legal or equitable interest in the real estate herein conveyed without the prior consent of GRANTORS, the then entire balance of the Installment Deed Note, including but not limited to principal, interest and all other amounts owing pursuant to the said Note, shall be at once due and payable.

We, the GRANTORS, have this day bargained and sold, and do hereby transfer and convey unto the said GRANTEE, its successors and assigns, certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE, its successors and assigns, forever. GRANTORS do covenant that we are lawfully seized and possessed of said real estate in fee simple, that we have a good right to convey it and that the same is unencumbered, except as shown in Exhibit "A".

We, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives, to warrant and to 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 effectively securing the payment of the Installment Deed Note including any, extensions, renewals or modifications thereof (collectively "the Note") and rendering unnecessary Court proceedings for the enforcement of the Note and the lien which secures it in the event of any default in the terms and conditions of the Note or this Deed, as hereinafter provided, and for and in consideration of One Dollar ($1.00) to it in hand paid, the said GRANTEE does hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, a resident of Williamson County, Tennessee, and his successors in trust, the real estate described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. TO HAVE AND TO HOLD said real estate to the said TRUSTEE, and his successor in trust, forever. The GRANTEE covenants that it is lawfully seized and possessed of said real estate, has a good right to convey it, and that the same is unencumbered except as hereinabove set out.

The GRANTEE further covenants and binds itself, its successors and assigns, to warrant and defend the title to said land to the said TRUSTEE, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said TRUSTEE is made IN TRUST to secure the payment of said Installment Deed Note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

The said GRANTEE, does hereby agree to keep all buildings now on, or to be hereafter erected on said real estate, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for the maximum insurable value until the Note is fully satisfied and to cause the said TRUSTEE, as his interest may appear, to be named as the loss payee on all such insurance policies, and, on demand, to furnish to the GRANTORS or the TRUSTEE proof of such insurance and payment of premiums. GRANTEE further agrees to keep the improvements on the real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. In case GRANTEE fails to timely pay such insurance premiums, taxes, or assessments, then the said TRUSTEE, or the lawful owner and holder of the Note, 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 at the maximum legal rate of interest.

Now, if the said GRANTEE, shall pay the indebtedness aforesaid when due, taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. However, if GRANTEE defaults in the making of any payment pursuant to the Note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, GRANTEE fails to reimburse the TRUSTEE or lawful owner and holder of the Note for

all sums, with interest, so expended by said TRUSTEE, or lawful owner and holder of the Note within thirty (30) days from the 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 the Note, the balance of the indebtedness 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 real estate at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEE; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTORS or the then lawful owner and holder of the Note may bid at any sale under this conveyance. GRANTEE agrees that the TRUSTEE may, at any time, after any default in the payment of the Indebtedness enter and take possession of said real estate, and shall only account for the net rents actually received by him. GRANTEE further agrees that in the event the TRUSTEE fails, before selling said real estate, as herein provided, to enter and take possession thereof, the purchaser shall be immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said real estate.

In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the Note or as herein provided; also reasonable attorney's fees for advice in the premises, or for this conveyance, or the enforcement of said lien; also the expenses of any such litigation; but excluding the expense of ejecting persons from the real estate in order to retake it;

(2) to the payment of all taxes which may be unpaid on said premises;

(3) to the payment of the indebtedness evidenced by the Note; and

(4) the residue, if any, will be paid to such parties as are legally entitled to it.

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 the 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the Note by the TRUSTEE, the GRANTOR, or the lawful owner and holder of the Note, shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 14 day of August, 1994.

GRANTORS:

C.J. SINGER

GLADYS HEATON SINGER

GRANTEE: JIM SIMMONS CO., INC.

By: _____
James D. Simmons, Jr., President

TRUSTEE: _____
JOHN L. VAN CLEAVE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named C.J. SINGER and wife, GLADYS HEATON SINGER, the bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this the 10th day of August, 1994.

_____
Notary Public

My Commission Expires:

Nov. 20 1996

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, of the State and County aforesaid, personally appeared JAMES D. SIMMONS, JR., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of JIM SIMMONS CO., INC., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him as President.

WITNESS my hand and seal, in Nashville, Tennessee, this 10th day of August, 1994.

_____
NOTARY PUBLIC

My Commission Expires:

Nov. 20, 1996

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JOHN L. VAN CLEAVE, TRUSTEE, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee this the 19th day of August, 1994.

Judy W. Simmons
Notary Public

My Commission Expires:

Nov. 20, 1996



EXHIBIT A

Parcel 298:

Being the westerly 10 feet of Lot No. 7 and the easterly 40 feet of Lot No. 8 on the map of Jane A. Davis' Addition to East Nashville, as of record in Plan book 1, page 41, Chancery Court at Nashville.

Said parts of Lots Nos. 7 and 8 front together 50 feet on the southerly side of Main Street and extend back between parallel lines 170 feet to an alley.

Being the same property conveyed to C.J. Singer and wife, Gladys Heaton Singer, by Warranty Deed from C.J. Singer and G.O. Singer, a partnership d/b/a Singer Brothers, of record in Book 3099, page 517, Register's Office for Davidson County, Tennessee.

Parcel 300:

Tract A:

A lot or parcel of land in East Nashville, Davidson County, Tennessee described as follows:

Beginning on the southerly margin of Main Street at a point 12 feet 10 inches west of the northwest corner of Lot No. 10 on the Plan of Jane A.M. Lavis' Addition to Edgefield, now East Nashville, as of record in Plan Book 1, page 41, Chancery Court at Nashville; Thence with the southerly margin of Main Street, westwardly 50 feet; thence at right angles, southwardly 170 feet to the northerly margin of an alley; thence with said alley, eastwardly 50 feet; thence at right angles, northwardly 170 feet to the beginning;

Being the same property conveyed to C.J. Singer and wife, Gladys Heaton Singer, by Installment Deed from Southern Cleaners and Laundry, Inc., a Tennessee corporation of record in Book 3670, page 216, Register's office for said County.

Tract B:

Being Lot No. 10 on the Plan of Mrs. Jane A.M. Davis' Addition to Edgefield, now East Nashville, as of record in Plan Book 1, page 41, Chancery Court at Nashville, and a 10 foot lot immediately west of said Lot No. 10, described together as follows:

Beginning on the southerly margin of Main Street at the corner of Lots Nos. 9 and 10; thence with the line between the said two lots southwardly 170 feet to the northerly margin of an alley; thence with the same westwardly 60 feet; thence northwardly 170 feet to the southerly margin of Main Street; thence with same eastwardly 60 feet to the beginning.

Being the same property conveyed to G.O. Singer and wife, Louise L. Singer and the remaining one-half undivided interest to C.J. Singer and wife, Gladys M. Singer, by deed from Homer Bright and wife, Sadie Mai Bright, of record in Book 2144, page 331, Register's Office for Davidson County, Tennessee, and the said G.O. Singer and wife, Louise L. Singer, having conveyed their one-half undivided interest therein to C.J. Singer and wife, Gladys M. Singer (being the same person as Gladys Heaton Singer), by Warranty Deed of record in Book 3256, page 605, Register's Office for Davidson County, Tennessee.

Tract C:

Being Lot No. 9 and the westerly 10 feet of Lot No. 8 on the Map of Jane A.M. Davis Addition, a plan of which is of record in Plat Book 1, page 41, of the Chancery Court at Nashville.

Said lot and part of said lot adjoin and front together 60 feet on the southerly side of Main Street, or Gallatin Pike, and run back between parallel lines 170 feet to an alley.

Being the same property conveyed to George Singer and Carl Singer (being the same person as C.J. Singer) by deed from L.O. Hardaway and L.H. Hardaway, of record in Book 1454, page 182, Register's office for Davidson County, Tennessee and the said G.O. Singer and wife, Louise L. Singer, having conveyed their one-half undivided interest therein to C.J. Singer and wife, Gladys M. Singer (being the same person as Gladys Heaton Singer), by Warranty Deed of record in Book 3256, page 605, Register's Office for Davidson County, Tennessee ..

The above described property is being conveyed subject to real estate taxes for 1994 which have been pro rated and assumed by GRANTEE.

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82991

IDENTIF. & REFERENCE

94 AUG 19 PM 3:28

DAVIDSON COUNTY, TN.

PICK-UP



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

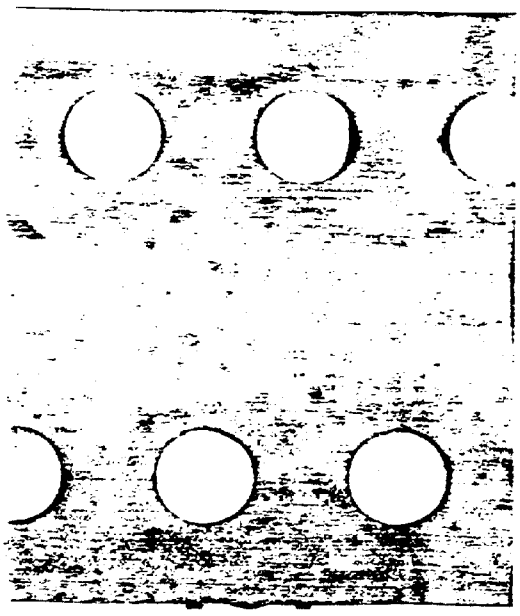
RECEIVED OF _____

FOR _____

BOOK **9441** PAGE **803**

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 250000.00
MAMT 200000.00
CON TX 925.00
MOR TX 227.70
PRFEE 1.00
TDEED 28.00
ERR CO
TDEED 28.00-
WDEED 28.00
TOTAL 1181.70
CHECK 1181.70

08/19/94 01 15:30 0001 9888

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

82991
IDENTIF. & REFERENCE

94 AUG 19 PM 3:29
REGISTER
DAVIDSON COUNTY, TN.

No. 826319