MAXIMUM INDEBTEDNESS FOR
RECORDING TAX PURPOSES: $1,000,000.00

THIS INSTRUMENT PREPARED BY: Gail P. Pigg, Atty.
219 2nd Avenue, North
Nashville, TN 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kimbro Equities I	New Owner	Tr.I- 26-12-12
(NAME)	(NAME)	
P.O. Box 23024		Tr.II-142-234
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn 37202		Tr.III-142-235
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of One Million ($1,000,000.00) ---------- *Dollars,*

of which NO ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Million ($1,000,000.00) ------- *Dollars,*

Kimbro Equities I, a Tennessee General Partnership ---------- *has executed*

its promissory note of even date herewith, bearing interest at nine (9%) percent per annum and payable as therein specified. The terms of said note are incorporated herein by reference as fully as though copied herein.

Said note may not be prepaid in whole or in part until the expiration of ten (10) years from the date of the note, except as specifically set forth therein. In the event of acceleration of the note within said ten (10) year period due to a default in the terms of the note or this Installment Deed securing the note a sum equivalent to all remaining interest for said ten (10) year period shall be included as a part of the sum due Holder upon acceleration, along with all other sums due Holder under said note and Installment Deed. A default by Maker during said ten (10) year period shall not release Maker from the liability for interest due for said period.

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, G & H Investment Company, a Tennessee General Partnership ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Kimbro Equities I, a Tennessee General Partnership ---------- its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE ATTACHED EXHIBIT "A" FOR COMPLETE DESCRIPTION

Purchase price allocated to Tract I (2425 North Gallatin Road)	$	225,000.00
Purchase price allocated to Tract II (7124 Highway 70 South)		300,000.00
Purchase price allocated to Tract III (7128 Highway 70 South)		475,000.00

2.6.89

IDENTIFICATION REFERENCE

95 JAN 19 AM 8:51

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 1,000,000.00

Subscribed and sworn to before me, this the 18th day of January 1995

Affiant

My commission expires: 9/16/55
(Affix Seal)

Notary Public

NOTARY PUBLIC

Failure to keep the property in good repair and maintenance; failure to keep the property insured as herein provided, including liability insurance, and to furnish Holder a paid receipt and certificate of coverage at least annually, failure to pay taxes or assessments when due; and failure to pay any installment when due, will constitute a breach of the terms of this document and all sums due hereunder shall become immediately due and payable.

In the event Holder must pay any assessments, taxes, environmental clean-up costs, repairs or insurance premiums to protect their interest hereunder, said amount so expended shall be added to the principal balance and bear interest as specified in the note. The making of any payment by the Holder on behalf of the Grantees shall not constitute a waiver of Holder's right to accelerate hereunder.

In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the Holder. In the event Holder consents to an assumption, said consent, to be effective, must be in writing.

Kimbro Equities I will operate the property in conformity with all laws and regulations, including all environmental laws, and will indemnify and hold G & H Investment Company harmless against any loss, damage or injury incurred as a result of any violation or clean-up necessitated by any violation, including reasonable attorney's fees and costs.

unimproved ( )
This is improved (X) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town) .....

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kimbro Equities I, a Tennessee General Partnership ---------- its *(successors), heirs and assigns forever.* we *covenant that* we are *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 as set forth above and on Exhibit "A."

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kimbro Equities I, a Tennessee General Partnership ---------- its *(successors), heirs 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 Kimbro Equities I, a Tennessee General Partnership ---------- *hereinafter referred to as trustors, hereby transfer and convey unto* Gail P. Pigg, 219 2nd Avenue, North Nashville, TN 37201 *, Trustee,* her ~~his~~ *successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ....., or 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 said trustee 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 from the date of payment and shall be and become a part of the indebtedness secured hereby. at the maximum amount permitted by law

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 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 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 days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House 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: the statutory right of redemption

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.

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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. or for any other reason whatsoever an

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

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* January, 19 93

G & H INVESTMENT COMPANY,
a Tennessee General Partnership

By: Karl Haury
KARL HAURY

By: Carl P. Gardner
CARL P. GARDNER

KIMBRO EQUITIES I, a Tennessee General Partnership

By: Harlon J. Kimbro
HARLON J. KIMBRO, JR.

By: William C. Kimbro
WILLIAM C. KIMBRO

By: Anne Elizabeth Frost
ANNE ELIZABETH FROST

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that ..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ..... Tennessee, this ..... day of ....., 19.....

..... Notary Public

Commission expires .....

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

the within named bargainor ....., *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ....., *this* .....*day of* ....., *19* .....

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, DIANE REYNOLDS, *a Notary Public of the State and County aforesaid, personally appeared* Karl Haury and Carl P. Parker, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* partners *of the* G & H Investment Company, a Tennessee General Partnership, *the within named bargainor, a* ~~corporation~~ partnership, *and that* they *as such* partners, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* ~~corporation~~ partnership *by* themselves *as* partners.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, *this* 1st *day of* January, *19*95.

Commission expires 9/16/95

.....*Notary Public*

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, DIANE REYNOLDS, a Notary Public of the State and County aforesaid, personally appeared Harlon J. Kimbro, Jr., William C. Kimbro and Anne Elizabeth Frost, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be partners of Kimbro Equities I, a Tennessee General Partnership, the within named bargainor, a partnership, and that they as such partners being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as partners.

Witness my hand and seal, at office in NASHVILLE, TENNESSEE, this 1st day of January, 1995.

.....Notary Public

Commission expires: 9/16/95

INSTALLMENT DEED

FROM
G & H Investment Company,
a Tennessee General Partnership

TO
Kimbro Equities I,
a Tennessee General Partnership

Chicago Title Insurance Company
First American Center — Phone 255-4637
NASHVILLE, TENNESSEE 37238

EXHIBIT "A"

TRACT I:

BEING a tract of land lying in the 11th Councilmanic District of Davidson County, Tennessee; said tract further described as being Lot No. 1 on the plan of Pronto Oil Subdivision, as of record in Book 4885, page 186, Register's Office for said County, described as follows:

BEGINNING at a point on the easterly margin of Cumberland Hills Drive, said point further described as being the most northwesterly corner of Lot No. 21 on the plan of Mansker Meadows, Section II, as of record in Book 2663, page 16, Register's Office, Davidson County, Tennessee; thence with the easterly margin of Cumberland Hills Drive in a northerly direction with a curve having a radius of 912.74 feet to the right a distance of 13.57 feet to a point; thence continuing with the easterly margin of Cumberland Hills Drive north 6 degrees 29 minutes west a distance of 297.00 feet to a point; thence with a curve having a radius of 20.00 feet to the right a distance of 31.42 feet to a point on the southerly margin of Gallatin Pike; thence with the southerly margin of Gallatin Pike north 83 degrees 31 minutes east a distance of 130.00 feet to a point; thence leaving the southerly margin of the said Gallatin Pike south 6 degrees 29 minutes east a distance of 328.31 feet to a point in the northerly line of the said Lot No. 21 on the plan of Mansker Meadows, Section II; thence with the northerly line of Lot No. 21 south 82 degrees 40 minutes 07 seconds west a distance of 149.92 feet to the point of beginning.

Together with an easement for sub-soil sewerage system described as follows:

BEGINNING at a point north 82 degrees 40' 07" east 149.92 feet more or less from the easterly margin of Cumberland Hills Drive, said point further described as being north 06 degrees 29' west 10 feet from the southeasterly corner of Lot No. 1, described above; thence with the easterly boundary line of said Lot No. 1 north 06 degrees 29' west 20 feet to a point; thence eastwardly and parallel to Gallatin Pike, 78 feet more or less to a point; thence northeastwardly 96 feet more or less to a point; thence eastwardly 340 feet more or less to a point; thence northwardly 49 feet more or less to a point; thence eastwardly 103 feet more or less to a point; thence southeastwardly 78 feet more or less to a point; thence westwardly and parallel to the said Gallatin Pike 468 feet more or less to a point; thence southwestwardly 98 feet more or less to a point; thence westwardly 30 feet more or less to the point of beginning. All as shown on the recorded plan of Pronto Oil Subdivision as aforesaid.

BEING the same property conveyed to James I. Vance Berry, Trustee, with full power to mortgage and/or convey any or all of said property without the joinder or disclosure of any beneficiaries, his successors and assigns,by deed from E. R. Phillips and Gladys Phillips, of record in Book 5053, page 606, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO:

1. 1994 taxes, due and payable, in the amount of $3,438.40;

2. Plan of record in Book 4885, page 186, Register's Office for Davidson County, Tennessee, and the easements, terms terms and conditions contained therein.

3. Easement granted Southern Bell Telephone and Telegraph Company of record in Book 1710, page 563, Register's Office for Davidson County, Tennessee.

TRACT II:

LAND in Davidson County, Tennessee, being Lot No. 9 on the Plan of Bellevue Center, Section 3, a resubdivision of Lot No. 2, and Reserved Parcel "A", as of record in Book 5200, page 150, Register's Office for said County, to which plan reference is here made for a more complete description.

BEING part of the same property conveyed to G & H Investment Company, a Tennessee General Partnership, by deed from Harry M. Rowland, Trustee, of record in Book 5425, page 412, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT TO:

1. 1994 taxes, due and payable, in the amount of $3,908.80.

2. Deed of Trust of record in Book 7716, page 584, Register's Office for Davidson County, Tennessee, in favor of the Provident Bank. Said Deed of Trust having been amended in Book 7850, page 1, Register's Office for Davidson County, Tennessee.

3. Financing Statement of record in Book 7716, page 624, Register's Office for said County.

4. Modification Agreement of record in Book 9162, page 526, Register's Office for Davidson County, Tennessee.

5. Subordination and Non Disturbance Agreement of record in Book 7716, page 620, said Register's Office.

6. All matters shown on the plan of record in Book 5200, page 150, said Register's Office.

7. Lease Agreement of record in Book 7766, page 162, Register's Office for Davidson County, Tennessee.

TRACT III:

LAND in Davidson County, Tennessee, being Lot No. 10 on the Plan of Bellevue Center, Section 3, a resubdivision of Lot No. 2, and Reserved Parcel "A", as of record in Book 5200, page 150, Register's Office for said County, to which plan reference is here made for a more complete description.

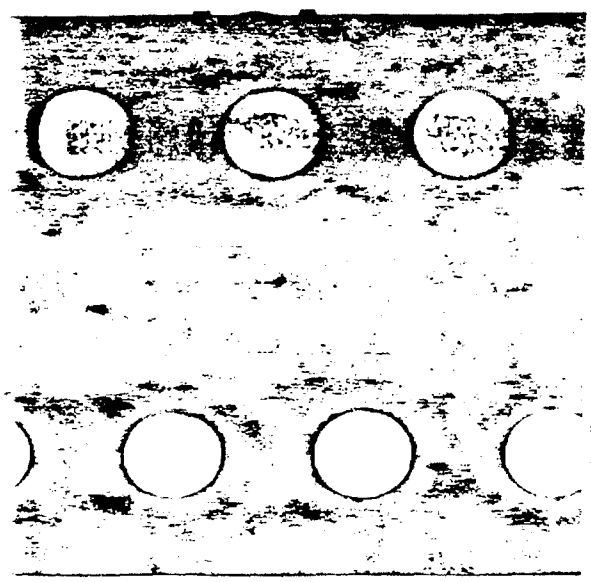
BEING part of the same property conveyed to G & H Investment Company, a Tennessee General Partnership, by deed from Harry M. Rowland, Trustee, of record in Book 5425, page 412, Register's Office for Davidson County, Tennessee.

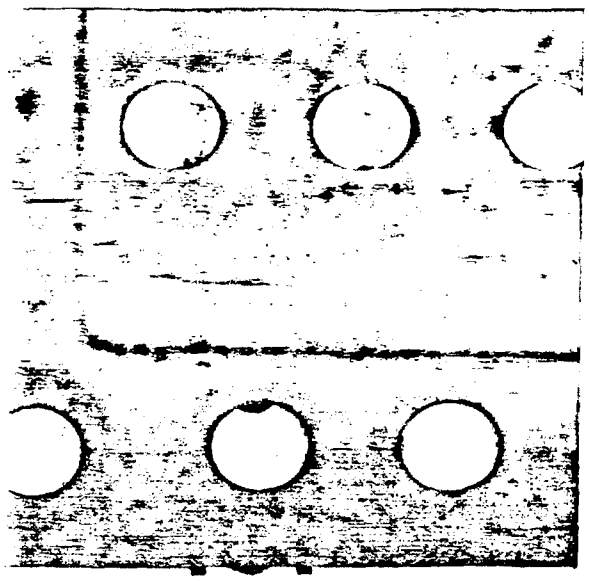
THIS CONVEYANCE IS SUBJECT TO:

1. 1994 taxes, due and payable, in the amount of $6,955.20.

2. Plan of record in Book 5200, page 150, said Register's Office.

3279 01/19 0101 03CHECK 4872.90





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

CAMT
1000000.00
CON TX 3700.00
MOR TX 1147.00
PRFEE 1.00
WDEED 24.00
TOTAL 4872.00
4872.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/19/95 01 10:51 0001 3279

TOTAL 4872.70

VOID
MOR TX 1147.00-
MOR TX 1147.70
~~TOTAL 0.70~~
~~CHECK 0.70~~

01/19/95 01 10:5[illegible] No. 873103

26489
IDENTIFICATION REFERENCE

95 JAN 19 AM 10:51
REGISTER
DAVIDSON CO. TENN.