BOOK 10431 PG 382

Maximum principal indebtedness for Tennessee recording tax purposes is $55,000.00

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 P a r : 3 0 1

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $65,000.00.

John L. Van Cleave, Trustee
Affiant

SUBSCRIBED AND SWORN to before me this 22nd day of April, 1997.

Judy W. Simmons
Notary Public

My Commission Expires: 9-23-00

FOR AND IN CONSIDERATION of the sum of Sixty Five Thousand and No/100 Dollars ($65,000.00) for which JIM SIMMONS CO., INC., a Tennessee corporation, ("GRANTEE") has (i) paid cash of Ten Thousand and No/100 Dollars ($10,000.00); and (ii) executed an Installment Deed Note of even date payable to the order of GLADYS HEATON SINGER, a widow, (the "GRANTOR") in the principal sum of Fifty Five Thousand and No/100 Dollars ($55,000.00) with interest thereon calculated at the rate of six and one-half (6 1/2%) simple interest per annum payable in fifty-nine (59) consecutive monthly installments of interest only each in the amount of Two Hundred Ninety Seven and 92/100 Dollars ($297.92), unless or until the principal balance of the Note is reduced by prepayment of principal or otherwise, commencing one (1) month from the date hereof, and continuing on the same 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 same day of the month next following the fifty-ninth (59th) installment of interest, provided; however, that GRANTOR 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 sixty (60) 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 GRANTOR, 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.

I, the GRANTOR, 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. GRANTOR does covenant that she is lawfully seized and possessed of said real estate in fee simple, that she has a good right to convey it and that the same is unencumbered, except as shown in Exhibit "A".

I, the GRANTOR, do further covenant and bind myself, my 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 GRANTOR 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 GRANTOR 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

(97) 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 1st day of April, 1997.

GRANTOR: Gladys Heaton Singer
GLADYS HEATON SINGER

GRANTEE: JIM SIMMONS CO., INC.

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

TRUSTEE: John L. Van Cleave
JOHN L. VAN CLEAVE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal at Nashville, Tennessee, this the 22nd day of April, 1997.

Judy W. Simmons
Notary Public

My Commission Expires:

9-23-00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Judy W. Simmons, 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 22nd day of April, 1997.

Judy W. Simmons
NOTARY PUBLIC

My Commission Expires:

9-23-00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 10431 PG 386

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 22nd day of April, 1997.

Judy W. Simmons
Notary Public

My Commission Expires:

9-23-00

JUDY W. SIMMONS NOTARY PUBLIC DAVIDSON CO.

4242 04/28 0101 03CHECK 326.45

EXHIBIT A

Property Description

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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' (correctly Davis') 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 deed of record in Book 3670, page 216, and by Correction Deed of record in Book 9727, page 981, Register's Office for Davidson County, Tennessee. The said C.J. singer having since died.

INCLUDED in the above described tract, but specifically EXCLUDED therefrom is that portion of the property divested out of grantors and vested in the Nashville Housing Authority by Order of Condemnation in Minute Book 77, page 433, Third Circuit Court of Davidson County, Tennessee. The following is a description of entire condemned tract which contains this excluded parcel.

Partial Taking Description

Land in the City of Nashville, County of Davidson, State of Tennessee, being part of the property deeded to the Southern Cleaners and Laundry, Inc., as of record in Plan Book 1, pages 41 and 44 and in Book 2735, page 537, Register's Office of Davidson County and being more particularly described as follows:

Beginning at a point, said point being on the southerly margin of Main Street and being the northwest corner of said property; thence along a line in a southerly direction a distance of 10 feet, more or less, to a point; thence along a line 10 feet from and parallel to the southerly margin of Main Street in an easterly direction a distance of 222.8 feet, more or less, to a point; thence along a line in a northerly direction a distance of 10 feet, more or less, to a point on the southerly margin of Main Street; thence along the southerly margin of Main Street in a westerly direction a distance of 222.8 feet, more or less, to the point of beginning and containing 2,228 square feet, more or less.

Exceptions to Title

The above described property is being conveyed subject to real estate taxes for 1997 which have been pro rated and assumed by GRANTEE.

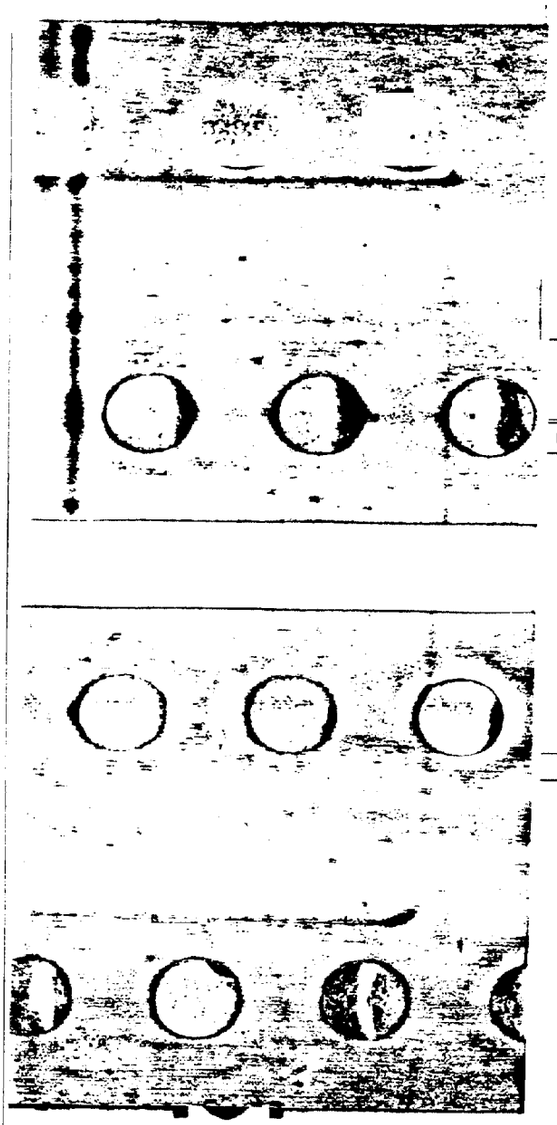
0298697

IDENTIF. & REFERENCE

97 APR 28 PM 3:09

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP



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 65000.00
MAMT 55000.00
CON TX 240.50
MOR TX 60.95
PRFEE 1.00
WDEED 24.00
TOTAL 326.45
CHECK 326.45

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/28/97 01 15:09 0001 4242

0298697
IDENTIF. ↑ REFERENCE

97 APR 28 PM 3:09
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1144348