BOOK 10633 PG 548

THIS INSTRUMENT PREPARED BY:
John L. Van Cleave, Esq.
Watkins, McGugin, McNeilly
& Rowan, P.L.L.C.
214 2nd Avenue, North, Suite 300
Nashville, TN 37201-1638

Maximum principal indebtedness for Tennessee recording tax purposes is $225,000.00

INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nashville Auto Diesel College, Inc. 1524 Gallatin Road Nashville, TN 37206	Same	Map: 72-13 Par: 376

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $275,000.00.

Affiant

SUBSCRIBED AND SWORN to before me this 2nd day of October, 1997.

Notary Public
My Commission Expires: 11-22-97

CONNIE TOMLINSON NOTARY PUBLIC AT LARGE DAVIDSON CO.

FOR AND IN CONSIDERATION of the sum of Two Hundred Seventy Five Thousand and No/100s Dollars ($275,000.00) for which NASHVILLE AUTO DIESEL COLLEGE, 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 EDDIE BENEFIELD (the "GRANTOR") in the principal sum of Two Hundred Twenty Five Thousand and No/100 Dollars ($225,000.00) with interest thereon calculated at the rate of nine (9%) simple interest per annum payable in sixty (60) consecutive monthly installments of principal and interest each in the amount of Four Thousand Six Hundred Seventy and 63/100s Dollars ($4,670.63), which payments include interest at the rate of nine (9.0%) percent per annum, the first such installment being due on November 1, 1997; 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 immediately due and payable in the event that 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.

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 he is lawfully seized and possessed of said real estate in fee simple, that I have 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

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

The lawful owner and holder of the Note may at any time, with or without cause, upon written notice to the TRUSTEE but without notice to the Grantor, remove the TRUSTEE herein named and appoint a successor by an instrument in writing which shall be recorded in the same County and State in which this instrument is recorded, and the successor TRUSTEE so appointed shall succeed to all the right, title and powers and be subject to the same obligations and duties, waivers and immunities conferred upon the TRUSTEE herein named, and no resignation, evidence of inability, failure to function, or evidence of absence of the TRUSTEE hereby named shall be required, and such powers of substitution shall continue so long as any part of the indebtedness hereby secured remains unpaid.

The TRUSTEE executes 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.

The undersigned JO ANN BENEFIELD, wife of GRANTOR, joins herein for the sole purpose of conveying any and all rights she may have in the said real estate by virtue of her marriage to GRANTOR or otherwise.

WITNESS our hands this 2nd day of October, 1997.

GRANTOR: Eddie P. Benefield
EDDIE BENEFIELD

Jo Ann Benefield
JO ANN BENEFIELD

GRANTEE: NASHVILLE AUTO DIESEL COLLEGE, INC.

By: [signature]
Title: President

TRUSTEE: John L. Van Cleave
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 EDDIE BENEFIELD and wife, JO ANN BENEFIELD, 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 2nd day of October, 1997.

Connie Tomlinson
Notary Public

My Commission Expires:

11-22-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Connie Tomlinson, of the State and County aforesaid, personally appeared Thomas Harper, 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 NASHVILLE AUTO DIESEL COLLEGE, 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 himself as such President.

WITNESS my hand and seal, in Nashville, Tennessee, this 2nd day of October, 1997.

Connie Tomlinson
NOTARY PUBLIC

My Commission Expires:

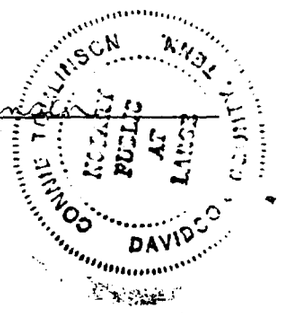
11-22-97

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 2nd day of October, 1997.

Connie Tomlinson
Notary Public



My Commission Expires:

11-22-97

BOOK 10633 PG 553

EXHIBIT A

BEING a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located on the westerly margin of Gallatin Road (U.S. Highway 31E), north of Douglas Avenue, being Lot No. 18 as shown on Plat of Trevecca Subdivision of Renaw of record in Plat Book 421, Pages 72 and 73, R.O.D.C. and being more particularly described as follows:

BEGINNING at an iron pin in the westerly margin of Gallatin Road, said pin being N 25° 22′ 56" E, 246.28 feet along said margin from the northerly margin of Douglas Avenue;

THENCE, leaving said margin, with the northerly line of Jeffery W. Bennett, et. al of record in Deed Book 5306, Page 690, R.O.D.C., N 65° 07′ 05" W, 170.00 feet to an iron pin in the easterly margin of a fifteen foot alley;

THENCE, with said alley, N 25° 22′ 56" E, 50.00 feet to an iron pin;

THENCE, leaving said alley, with the southerly line of William E. Hoffman, Jr. of record in Deed Book 8375, Page 685, R.O.D.C. S 65° 07′ 05" E, 170.00 feet to an iron pin in the westerly margin of Gallatin Road;

THENCE, with said margin, S 25° 22′ 56" W, 50.00 feet to the point of beginning, containing 8500 square feet or 0.20 acres, more or less.

Being the same property conveyed to Eddie Benefield by deed from Third National Bank in Nashville, Thomas W. Balls, Tennie K. McGhee, and Doris Blackwelder as Co-Executors and Trustees under the Will of Herman Otis Balls, deceased, of record in Book 5301, page 145, Register's Office for Davidson County, Tennessee.

The foregoing property is conveyed subject to the following:

1. Taxes for 1997, a lien but not yet due and payable.
2. Easement for ingress and egress reserved in Installment Deed of record in Book 4656, page 129, Register's Office for Davidson County, Tennessee.
3. Easement for encroachment of building of record in Book 9505, page 378, Register's Office for Davidson County, Tennessee.

6046 10/03 0101 03CHECK 1298.95

0355457
IDENTIF. ↑ REFERENCE

97 OCT -3 AM 11:18
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

PICKUP

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

RECEIVED OF _____

FOR _____

BOOK 10633 PG 554

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
MAMT 225000.00
CON TX 1017.50
MOR TX 256.45
PRFEE 1.00
WDEED 24.00
TOTAL 1298.95
CHECK 1298.95
10/03/97 01 11:21 0001 0046

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0355457
IDENTIF. ↑ REFERENCE

97 OCT -3 AM 11:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1205389