This Instrument Prepared By:
FRANK S. KING, JR.
King & Ballow
1100 Union Street Plaza
315 Union Street
Nashville, TN 37201
(615) 259-3456

99 MAR 22 PM 2:09

05641172

INSTALLMENT DEED

Maximum principal indebtedness for Tennessee recording tax purposes is $300,000

ADDRESS NEW OWNER AS FOLLOWS:

SOUTHERN WOODENWARE, INC.
Twin Ridge Office Park
539 Myatt Drive
Madison, Tennessee 37116-0946

SEND TAX BILLS TO:

SAME

MORTGAGEES:

1. **JOAN M. BARKLEY**, Trustee of the Barkley Revokable Living Trust; and

2. **PINEWOOD, II, L.P.**

MAP & PARCEL NO.:

Map 106 Parcel 131

FOR AND IN CONSIDERATION of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND 33/100 ($333,333.33), of which THIRTY-THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND 33/100 ($33,333.33) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED THOUSAND DOLLARS AND 00/100 ($300,000.00) **SOUTHERN WOODENWARE, INC.**, has executed one note of even date in the principal amount of THREE HUNDRED THOUSAND DOLLARS AND NO/100 ($300,000.00), payable with interest in twenty equal quarterly installments as specified in said note. Said note also provides 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 property herein conveyed, and **JOAN M. BARKLEY**, Trustee of the Barkley Revokable Living Trust and **PINEWOOD, II, L.P.**, have this day bargained and sold, and do hereby transfer and convey unto the said **SOUTHERN WOODENWARE, INC.** the Grantee herein, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Plus Park, Section 10, of record in Book 4595, page 76, Register's Office for said County.
>
> Said Lot No. 10 fronts 220 feet on the northerly side of Plus Park Boulevard and runs back between lines 264.00 feet on the westerly side and 204.30 feet on the easterly side to a line in the rear measuring 227.96 feet thereon.
>
> BEING the same property conveyed to Southern Woodenware, Inc., a 1/3 interest; Bernard Barkley, a 1/3 interest; and Joan Barkley, a 1/3 interest by deed from Hugh C. Howser, Trustee of record in Book 7072, page 214, Register's Office for said County. The interest of Bernard Barkley is now vested in Pinewood II, L.P. by deed of record in Book 10447, page 633, Register's Office for said County. The interest of Joan Barkley is now vested in Joan M. Barkley, Trustee, U/A/D February 11, 1998 by deed of record in Book 10798, page 600, as corrected by Deed of Correction in Book 10901, page 725, Register's Office for said County.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $333,333.33.

AFFIANT

Subscribed and sworn to before me this 18th day March, 1999.

NOTARY PUBLIC

My commission expires:

My Commission Expires JAN. 26, 2002

This is improved property known as Plus Park Office Building.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors, heirs 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 as noted of record.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their 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 herein provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantee hereinafter referred to as trustor, hereby transfer and convey unto Eddie Settles, Trustee, its successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor 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 the sum of $ 500,000.00 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.

Trustor further agrees 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 will adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements of 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 indebtedness, and upon failure to do any of the 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 10 percent interest and shall be and become a part of the indebtedness secured hereby.

Now if trustor 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, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums of 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, statutory right 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. From the date of such sale, any parties occupying the premises shall become the tenants at will of the purchaser. 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 the 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 from the sale 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 premise, 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 (principal and interest) 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 to do so, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute the 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.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 18th day of March, 1999, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

GRANTORS:

BARKLEY REVOCABLE LIVING TRUST

By: Joan Barkley Trustee

Title: Trustee

PINEWOOD, II, L.P.

By: Bernard Barkley
Title: Partner

GRANTEES/MORTGAGORS:

SOUTHERN WOODENWARE, INC.

By: Howard Heath
Title: President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Margaret E. Neill, a Notary Public in and for said county and state, personally appeared Joan Barkley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be Trustee of **BARKLEY REVOCABLE LIVING TRUST,** the within named bargainor, a corporation, and that She as such Trustee, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of March, 1999.

Margaret E. Neill
NOTARY PUBLIC

My Commission Expires:

My Commission Expires JAN. 26, 2002

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Margaret E. Neill, a Notary Public in and for said county and state, personally appeared Bernard Barkley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be General Partner of **PINEWOOD, II, L.P.,** the within named bargainor, a corporation, and that he as such General Partner being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as General Partner

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of March, 1999.

My Commission Expires:

My Commission Expires JAN. 26, 2002

NOTARY PUBLIC

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Margaret E. Neil, a Notary Public in and for said county and state, personally appeared Howard Caughron with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **SOUTHERN WOODENWARE, INC.**, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of March, 1999.

My Commission Expires:

My Commission Expires JAN. 26, 2002

NOTARY PUBLIC

1994 03/22 0101 03CHECK 1599.03

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11394 PG. 331

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	CFEE	- COMPUTER FEE	PRFEE	- PROBATE FEE

0564172

IDENTIF. & REFERENCE

99 MAR 22 PM 2:09

DAVIDSON COUNTY REGISTER

CAMT	333333.33
MAMT	300000.00
CON TX	1233.33
MOR TX	342.70
PRFEE	1.00
MISC	20.00
CFEE	2.00
TOTAL	1599.03
CHECK	1599.03

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 14:05 0001 1834

No. 1440932