INSTALLMENT DEED

FROM:

Rudy Mariutto and Tony Bertoli

TO:

Big M's, LLC,
a Tennessee Limited Liability Company

THIS INSTRUMENT WAS PREPARED BY:

George H. Cate, Jr.
Attorney at Law
95 White Bridge Road
Suite 503, Cavalier Building
Nashville, TN 37205
615-352-8677

Address of New Owner(s)	Send Tax Bills To:	Map and Parcel Numbers
Big M's, LLC	**SAME**	
1911 Division Street		**29-16**
Nashville, TN 37203		**256**

(FOR REGISTER'S USE)

Davidson County DEEDINST
Recvd: 10/03/02 09:17 3pgs
Fees:18.00 Taxes:1395.20
20021003-0120508

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this deed is $300,000.00, and the amount of the loan secured by the Deed of Trust contained therein is $250,000.00.

James A. (Jimmy) Lewis, Affiant

Subscribed and sworn to before me, this 1st day of October. 2002.

Notary Public

My Commission Expires: 11-30-02

FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED THOUSAND ($300,000.00) DOLLARS of which FIFTY THOUSAND ($50,000.00) has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has given its promissory note in the principal amount of TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, bearing interest at the rate of SIX PERCENT (6%) per annum, with SIXTY (60) monthly installments of TWO THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND 51/CENTS ($2,775.51), and with the principal balance in the amount of ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED SIXTY FIVE DOLLARS AND 09/CENTS ($143,565.09) being due in full after five (5) years, and with a prepayment privilege without penalty and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, the grantors, Rudy Mariutto and Tony Bertoli, have this day bargained and sold, and does hereby transfer and convey unto the grantee, Big M's, LLC, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 223 in O. B. Haze Second Plan of Small Lots of Record in Plan Book 1, Page 81, Chancery Court of Davidson County, Tennessee.

Said Lot No: 223 fronts 50 feet on the southerly side of Division Street (formerly Shields or McTyeire Street) and runs back between parallel lines 150 feet more or less to an alley.

Being the same property conveyed to Rudy Mariutto and Tony Bertoli, their successors and assigns, by quitclaim deed from Florentine Tile & Terrazzo Company, a Tennessee corporation, of record in Instrument number 20020823-0102089, Office of the Register for Davidson County, Tennessee.

This is improved property, known as: 1911 Division Street, Nashville, Tennessee 37203.

To have and to hold the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said grantee, Big M's, LLC, its successors and assigns forever. The grantors hereby

covenant that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

The grantors further covenant and bind themselves, their successors, representatives, and assigns to warrant and forever defend the title to the said real estate to the said grantee, its successors and assigns, against the lawful claims of all persons.

And now, for the purpose for better and more effectually securing the payment of the said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as hereinafter provided, and for the consideration of One ($1.00) Dollar paid to the grantee herein, the said grantee does hereby transfer and convey under George H. Cate, Jr., Trustee, with an office address at 95 White Bridge Road, Suite 503, Cavalier Building, Nashville, TN 37205, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging for the purposes aforesaid only. The grantee herein hereby agrees to keep all buildings now on, or to be hereafter erected on the said property, insured in some reliable fire insurance company or companies for at least the sum of One Hundred Fifty Thousand ($150,000.00) Dollars until the promissory note herein secured as been 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 and holder of said note, as its interests may appear. The grantee further agrees to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case the grantee fails to do either, then the said Trustee, or the lawful owner of said 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 herein, the same to bear interest from the date of such payment. Now if the grantee shall pay the note aforesaid when due, according to its terms, and shall pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if the grantee fails to pay the same note or any part thereof promptly when due, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, the grantee fails to reimburse the Trustee or lawful owner or holder of said note for all sums with interest so expended by said Trustee or lawful owner or holder of said note within thirty (30) day from the date of such payments, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, all remaining payments 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 publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the courthouse in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dowry, statutory or elective rights, 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 conveyance. The Trustee may at anytime after default in the payment of any sum due under the said note, enter and take possession of said property, and shall only account for the net rents actually received by him. 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.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS: $250,000.00

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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, and also the expenses of any such litigation;

Second, to the payment of all taxes which may be unpaid on said premises; Third, to the payment of all unpaid amounts due upon the note herein secured, and any and all sums expended in the protection of said property as herein authorized; Fourth, the residue, if any, will be paid to the grantee herein, its successors, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at anytime, when action under the foregoing power and trust may be required, the lawful owner and holder of the said lien 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 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 relationship to his Trusteeship.

In witness whereof, we, the said grantors and grantee, have caused this instrument to be executed by duly authorized representatives on this 1st day of October, 2002.

Rudy Mariutto

Tony Bertoli

GRANTORS

Big M's, LLC

By: _____
James A. (Jimmy) Lewis, General Manager

GRANTEE

State of Tennessee)
County of Davidson)

Personally appeared before me, Susan Long Oliver, a Notary Public in and for said County and State, the within named Rudy Mariutto and Tony Bertoli, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that they executed the within instrument for the purposes therein contained on this

WITNESS my hand and official seal at office in Nashville, Tennessee, on this 1st day of October, 2002.

Notary Public

My Commission Expires: 11-30-02

State of Tennessee)
County of Davidson)

Before me, Susan Long Oliver, a Notary Public in and for said County and State, personally appeared James A. (Jimmy) Lewis, 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 Chief Manager of Big M's, LLC and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability corporation by himself as Chief Manager.

WITNESS my hand and official seal at office in Nashville, Tennessee, on this 1st day of October, 2002.

Notary Public

My Commission Expires: 11-30-02