This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Truck City, Inc.

TO

Alfred C. Diviney, Sr.

For draftsman's use

Prepared by:

Alan C. Housholder, Attorney
28 White Bridge Road, Suite 314
Nashville, Tennessee 37205

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alfred C. Diviney, Sr. (NAME)	Same (NAME)	03300007000
1606 Hampton Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 290,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14 DAY OF December, 2010 ~~19~~.

Notary Public

MY COMMISSION EXPIRES: 7/1/14

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Two Hundred Ninety Thousand 00/100 DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees give Grantor an installment deed note in the amount of $280,000.00 payable in monthly installments on or before December 13, 2025.

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,

Truck City, Inc.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Alfred C. Diviney, Sr.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Attached

BILL GARRETT, Davidson County
Trans:T20100080356 DEEDINST
Recvd: 12/21/10 15:26 3 pgs
Fees:18.00 Taxes:1392.70

20101221-0101571

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

Consisting of 2.45 acres more or less

This is unimproved ( ) improved (X) property, known as 1297 Dickerson Pike, Goodlettsville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The maximum indebtedness secured by this instrument is $280,000.00.

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey dated August 4, 1954, by John M. Sullivan, Surveyor, as follows:

Beginning at a point in the northwesterly margin of Dickerson Pike, said point being 545 feet in a southwesterly direction from the southwest corner of Lot No. 1 on the plan of D.M. Moors subdivision of record in Plan Book 643, page 63, Register's Office for Davidson County, Tennessee, and also being the southeast corner of the Joe H. Cole property; thence north 31 degrees west along said Cole southwesterly line, 580 feet to a point in the southerly line of the J.W. Ragan property; thence along the said Ragan southerly line, north 87 degrees, 3 minutes west, 168 feet to a point in the east margin of Old Dickerson Road; thence along the said margin of said road, south 21 degrees 16 minutes west, 557.7 feet to a point at the northwesterly corner of the Carroll property; thence south 69 degrees, 39 minutes east, 449.7 feet to a point in the northwesterly margin of Dickerson Pike, said point also being the northeasterly corner of the Pay Less Gas Station property by deed from H.N. Lampley and wife of record in Book 2301, page 562, Register's Office for Davidson County, Tennessee; thence along the said margin of said road in a northeasterly direction, 300 feet to the point of beginning.

Being the same property conveyed to Truck City, Inc., a Tennessee corporation, by Installment Deed from H.N. Lampley and wife, Bertha W., dated 3-7-62 and recorded 7-2-62 in Book 3402, page 506, in the Register's Office of Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING TRACT CONVEYED TO TRUCK CITY, INC. BY DEED OF RECORD IN BOOK 4778, PAGE 221, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN:

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey dated August 4, 1954, by John M. Sullivan, Surveyor, as follows:

Beginning at a point 300 feet from the southeasterly corner of the Joe H. Cole property, said point being on the margin of the Joe H. Cole property and the Truck City, Inc., property; thence 280 feet to a point on the southerly line of the J.W. Ragan property; thence along the said Ragan southerly line, North 87 degrees 3 minutes West, 168 feet to a point on the easterly margin of Old Dickerson Road; thence along the said margin of said road, South 21 degrees 16 minutes West, 557.7 feet to a point at the northwesterly corner of the Carroll property; thence South 69 degrees 39 minutes East, 94.7 feet to a point on the northerly margin of the Carroll property, said point being 355 feet from the northwest margin of Dickerson Pike; thence northeasterly 486 feet to the point of beginning.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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. Property sold "AS IS" with exceptions. See Contract of Sale dated November 30, 2010.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Alan Housholder, Trustee Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $_____ _____until the notes herein secured are 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 notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and 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 we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee falls, 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:

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 advise 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.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid 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.

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.

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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 14 day of December, 2010

Alfred C. Divine, Sr.

Truck City, Inc.

By Alan C. Housholder
President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Alan C. Housholder, a Notary Public in and for said County and State, the within named Alfred C. Diviney, Sr.

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

Witness my hand and official seal at Nashville, Tennessee

Tennessee, this 14th day of December, 2010

ALAN C. HOUSHOLDER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Notary Public.

Commission expires 7/3/12

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Marshall W. Butler, a Notary Public of the State and County aforesaid, personally appeared Alan C. Housholder,

with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President

of the Truck City, 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 him self as President

Witness my hand and seal, at office in Nashville, Tennessee

this 14th day of December, XX 2010.

MARSHALL W. BUTLER STATE TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 09-08-2013

Notary Public.

Commission expires 9-8-2013