BOOK 5280 PAGE 74

DEED OF TRUST

Second

THIS INDENTURE, made and entered into this ~~first~~ day of May , 1978, by and between COMMERCIAL EQUITIES CORP., a Tennessee corproation, having its principal place of business at 1383 Murfreesboro Road, Nashville, Tennessee (hereinafter called "Grantor"),

FRANCIS P. GUNNING and MARTIN CLEARY both having a business address at 730 Third Avenue, New York, New York 10017, as Trustees (hereinafter called "Trustee") and

PROVIDENT TRUST COMPANY, a Tennessee corporation having an office at 329 Union Street, Nashville, Tennessee 37219 (hereinafter called "Beneficiary"),

W I T N E S S E T H:

THAT for and in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One ($1.00) Dollar cash in hand paid by the Trustee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does, by these presents, SELL, TRANSFER AND CONVEY UNTO THE TRUSTEE, IN TRUST, those two parcels of real property situate, lying and being in the ~~Second~~ First Civil District, County of Davidson, State of Tennessee, more particularly described on Exhibit A attached hereto and made a part hereof.

MAY-3 78	MORT'G	*	1,750,000.00	
MAY-3 78 S'TAX			B* 1,748.00	
MAY-3 78 PR'FEE			B* .50	
MAY-3 78	T'DEED		B* 24.00	* 1,772.50

This instrument prepared by
Richard A. Benack, Esq.
730 Third Avenue
New York, New York 10017

E 6 2 9 2 2

IDENTIF. REFERENCE

MAY 3 9 32 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOGETHER with all right, title and interest of Grantor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the said premises; and

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way or hereafter appertaining, including homestead or any other claim at law or in equity as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

TOGETHER with all rents, issues, proceeds profits accruing and to accrue from said premises; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction re-construction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to the said premises, and all fixtures and articles of personal property now or hereafter owned by Grantor and attached to or contained in and used in connection with said premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Grantor and placed by it on said premises shall, so far as permitted by law be deemed to be fixtures and a part of the realty, security for the said indebtedness and covered by this Deed of Trust and as to the balance of the property aforesaid, this Deed of Trust is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said property, securing the said indebtdness, for the benefit of the Beneficiary.

TO HAVE AND TO HOLD the same unto the Trustees, their successors and assigns forever.

AND GRANTOR COVENANTS AND WARRANTS lawful seisin of an indefeasible estate in said premises; that the same is free from all encumbrances and liens whatsoever; that Grantor has good and legal right, power and authority to so convey the same and that Grantor and successors in interest will forever WARRANT AND DEFEND the title of the said premises and the lien and priority of this Deed of Trust against the lawful claims and demands of all persons whomsoever; and that Grantor will execute, acknowledge and deliver all and every such further assurances of title to all and singular the premises hereby conveyed and intended so to be or which Grantor may be or shall become hereafter bound so to do.

THIS CONVEYANCE IS MADE IN TRUST to secure the payment of the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS ($1,750,000) DOLLARS, in lawful money of the United States of America, with interest thereon, as evidenced by a Deed of Trust Note of even date herewith made by Grantor payable to the order of the Beneficiary, at its office aforesaid or at such other place as may be designated in writing by the holder thereof, such principal and interest to be payable in monthly installments until November 1, 2006 in accordance with the terms of said Deed of Trust Note (hereinafter called said "Note") and with privilege of prepayment, as in said Note more particularly set forth.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To pay promptly the principal of and interest on the indebtedness evidenced by the said Note at the times and in the manner herein and in said Note provided.

2. To pay, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, water rates, sewer rentals and other governmental or municipal or public dues, charges, fines or impositions which are or may be levied against the premises or any part thereof ~~and following any default or delayed payment, in any one instance by Grantor, of any of such taxes, assessments and charges, Beneficiary shall have the option to require thereafter deposit with Beneficiary concurrently with the payment of the installments due under the Note secured hereby, of a sum equal to the amount of such taxes, assessments and charges respectively next due upon the said premises (all as estimated by Beneficiary) divided by the number of Note installments to elapse before a date not less than one month prior to the date when such taxes, assessments or charges respectively shall become delinquent and all such sums shall be held by Beneficiary, without interest thereon, in trust to pay same~~; to deliver to Beneficiary at least ten (10) days before delinquency, receipted bills evidencing payment therefor; to pay, in full, under protest and in the manner provided by statute, any tax, assessment, rate, rental, charge, fine or imposition aforesaid which Grantor may desire to contest; and in the event of the passage, after the date of this Deed of Trust, of any law of the State of Tennessee deducting from the value of land for the purposes of taxation of any lien thereon, or changing in any way the laws for the taxation of mortgages or deeds of trust or debts secured by mortgage or deed of trust for state or local purposes, or the manner of the collection of any such taxes so as to affect this Deed of Trust, or upon the rendition by any court of competent jurisdiction of a decision that any undertaking by Grantor as in this paragraph provided, is legally inoperative, then in any such event, the indebtedness secured hereby, at the option of Beneficiary and upon thirty (30) days' prior written notice, shall become immediately due, payable and collectible, provided, however, said option and right shall be unavailing and the Note and Deed of Trust shall remain in effect in any event, if Grantor lawfully may pay all such taxes, assessments and charges, including interest and penalties thereon, to or for the Beneficiary and does in fact pay same when so payable. An assessment which has been made payable in installments at the application of the Grantor or lessee of the premises shall nevertheless for the purpose of this paragraph be deemed due and payable and in its entirety on the day the first installment becomes due or payable or a lien.

3. To keep the improvements now existing or hereafter erected on the premises described by this Deed of Trust, insured as may be required from time to time by the Beneficiary against loss or damage by, or abatement of rental income resulting from fire, and such other hazards, casualties and contingencies (including, but not limited to war risk insurance, if available) in such amounts and for such periods as may be required by the Beneficiary and will pay promptly when due any premiums on such insurance. All such insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be deposited with and held by the Beneficiary and have attached thereto standard non-contributing mortgagee clause (in favor of and entitling Beneficiary to collect any and all proceeds payable under all such insurance), as well as standard waiver of subrogation endorsement, all to be in form acceptable to the Beneficiary. Grantor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss with any insurance required hereunder. In the event of a change of ownership or of occupancy of the said premises, immediate notice thereof by mail shall be delivered to all insurers, and in the event of loss, Grantor will give immediate notice to the Beneficiary. The Grantor hereby authorizes the Beneficiary at its option to collect, adjust and compromise any losses under any of the insurance aforesaid and after deducting costs of collection to apply the proceeds at its option as follows: (a) As a credit upon any portion, as selected by Beneficiary, of the indebtedness secured hereby, or (b) To restoring the improvements, in which event the Beneficiary shall not be obligated to see to the proper application thereof nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby, or (c) To deliver same to the owner of said premises. In the event of foreclosure of this Deed of Trust, or Trustee's sale, or other transfer of title to the property covered hereby, in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor, in and to any insurance policies then in force, shall pass to the purchaser or grantee.

4. To carry and maintain such liability and indemnity insurance (including, but without limitation, water damage insurance and the so-called assumed and contractual liability coverage) as may be required from time to time by the Beneficiary, in forms, amounts and with companies satisfactory to the Beneficiary. Certificates of such insurance, premiums prepaid, shall be deposited with the Beneficiary and shall contain provision for ten (10) days' notice to the Beneficiary prior to any cancellation thereof.

5. That no building or other improvement on the premises shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Beneficiary; in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, to promptly replace same by similar fixtures, chattels and articles

of personal property at least equal in quality and condition to those replaced, free from chattel mortgages, security agreements or any encumbrances thereon, and free from any reservation of title thereto; to permit, commit or suffer no waste, impairment or deterioration of said premises or any part thereof; to keep and maintain said premises and every part thereof with buildings, fixtures, machinery and appurtenances in thorough repair and condition; to effect such repairs as Beneficiary may reasonably require and from time to time to make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statues, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of the said premises; and to permit Beneficiary or its agents, at all reasonable times, to enter upon and inspect the said premises.

The Beneficiary shall have the right, at any time and from time to time to engage an independent realtor to survey the adequacy of the maintenance of the said premises. If found inadequate, such realtor shall determine the estimated cost of such repairs and replacement necessary to protect and preserve the rentability and usability of the said premises and the Grantor does hereby acknowledge that the security of this Deed of Trust is thereby impaired to the extent of the estimated cost of such repairs and replacements. In such event, at the option of the Beneficiary and within sixty (60) days after written demand therefor, a sum equal to the amount of such estimated cost shall thereupon become due and payable by Grantor to be applied upon the indebtedness secured hereby unless within such period Grantor, at its own cost and expense, shall have completed or shall have commenced and thereafter, with diligence, completes such repairs and replacements. In such event, Grantor shall also reimburse the Beneficiary the cost of such survey, the same being secured hereby. If the survey determines such maintenance to be adequate, then the cost thereof shall be at the expense of the Beneficiary.

6. That Grantor will not voluntarily create or otherwise permit to be created or filed against the property conveyed hereby, any other deed of trust or mortgage lien or other lien or liens inferior or superior to this Deed of Trust and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or which hereafter may be erected on said premises, notwithstanding by whom such labor or materials may have been contracted, and on the failure of the Grantor to perform these convenants, or any part thereof, thereupon the principal and all arrears of interest shall, at the option of the Beneficiary, become due and payable, anything contained herein to the contrary notwithstanding.

7. That if at any time the United States Government or any other governmental subdivision shall require internal revenue or other documentary stamps or any other tax hereon or on the Note secured by this Deed of Trust, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Beneficiary thirty (30) days after mailing of notice of such election to Grantor; provided, however, said election and the right to elect shall be unavailing and this Deed of Trust and Note shall be and remain in effect, if Grantor lawfully may pay for such stamps or tax, including interest and penalties thereon, to or for Beneficiary and does in fact pay, when payable, for all such stamps and taxes, including interest and penalties thereon.

8. To save the Beneficiary and Trustee harmless from all loss and expense, including reasonable attorney's fees, and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body (excepting an action to foreclose or to collect the debt secured hereby) in and to which Beneficiary or Trustee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other proceeding wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and lien created by this Deed of Trust and all money paid or expended by Beneficiary or Trustee in that regard, together with interest thereon from date of such payment at the rate set forth in said Note or at the legal rate, whichever is higher, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Grantor.

9. That all awards and other compensation heretofore or hereafter to be made to Grantor and all subsequent owners of said premises in any taking by eminent domain, either permanent or temporary, of all or any part of the said premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street, are hereby assigned to Beneficiary, and Grantor hereby appoints the Beneficiary as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of said attorney, on behalf of Grantor, and the heirs, personal representatives and successors and assigns of Grantor, to adjust or compromise

the claim for any such award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by the Beneficiary, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured. Grantor further covenants and agrees to give Beneficiary immediate notice of the actual or threatened commencement of any such proceedings under eminent domain and will deliver to Beneficiary copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Beneficiary at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Beneficiary for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter to be made to Beneficiary (including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

10. That Grantor within five (5) days upon request in person or within ten (10) days upon request by mail, will furnish to Beneficiary a written statement duly acknowledged, of the amount due on this Deed of Trust, and the Note secured hereby, and whether any offsets or defense exist against the said indebtedness.

11. That Grantor and all subsequent owners of the said premises shall keep and maintain full and correct books and records showing in detail the earnings and expenses of said premises and shall permit the Beneficiary or its representatives to examine such books and records and all supporting vouchers and data at any time and from time to time on request, at its offices, hereinbefore identified or at such other location as may be mutually agreed upon; within ten (10) days after demand therfor and, in any event, within sixty (60) days following the expiration of Grantor's first fiscal year and following the expiration of each fiscal year thereafter during the term of this Deed of Trust, Grantor will furnish to the Beneficiary a statement showing in detail all such earnings and expenses since the last such statement, verified by the affidavit of the Grantor or then owner, or if the same be a corporation, by an affidavit of its principal executive officer; and in the event that the owner shall refuse or fail to furnish any such statement, or in the event such statement shall be inaccurate or false, or in the event of the failure of the Grantor or any subsequent owner to permit the Beneficiary or its representative to inspect the premises or books and records on request, Beneficiary may consider such acts of the Grantor as a default hereunder and proceed in accordance with the rights and remedies afforded it at law and under the provisions of this instrument.

12. That upon default by Grantor in performance of any of the terms, covenants or conditions herein or in said Note contained, Beneficiary may, at its option and whether electing to declare the whole indebtedness due and payable or not, perform the same without waiver of any other remedy, and any amount paid or advanced by Beneficiary in connection therewith, or any costs, charges or expenses incurred in the protection of said premises and the maintenance of this lien with interest thereon at the rate set forth in said Note or at the legal rate, whichever is higher, shall be repayable by the Grantor without demand, shall be a lien upon the said premises prior to any right or title to, interest in or claim thereon attaching or accruing subsequent to this Deed of Trust and shall be deemed to be secured by this Deed or Trust. In any action or proceeding to foreclose this Deed of Trust or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

13. That Beneficiary, in making any payment herein and hereby authorized, in the place and stead of the Grantor relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the premises may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge shall be the sole judge of the legality or validity of same; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated to this paragraph, may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Beneficiary, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Grantor without demand and shall be secured hereby.

14. That upon any default by Grantor in the payment of the principal sum secured hereby or of any installment thereof, or of interest thereon, as they severally become due, or in the performance or observance of any other term, covenant or condition in this Deed of Trust or in the Note secured hereby, then in any or either of said events, at the option of the Beneficiary, the whole indebtedness secured hereby shall become immediately due and payable, and thereupon, or at any time during the existence of any such default, the Beneficiary may proceed to foreclose this Deed of Trust or otherwise pursue any other right or remedy herein or by law provided.

Upon such default by Grantor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale (including sale under power of sale hereof), by the Grantor, its successors or assigns, or by anyone in behalf of the Grantor, its successors or assigns, shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder, and such payment, to the extent permitted by law, will, therefore, include the premium required under the prepayment privilege, if any, contained in the Note secured hereby, or if, at that time there be no such prepayment privilege, then such payment, to the extent permitted by law, will include a premium for such prepayment of five (5%) percent of the then principal balance.

15. That upon default by Grantor herein, Beneficiary may, without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said premises or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, income, revenues, issues and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, income, revenues, issues and profits being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Expenses incurred by Beneficiary hereunder including reasonable attorney's fees shall be secured hereby.

16. That upon default in any of the terms, convenants, conditions or warranties herein or in the said Note, Grantor (or the then owner), if in occupancy of the said premises, for other than dwelling purposes, shall become a tenant at will of the Beneficiary and shall pay monthly in advance to Beneficiary or to any receiver appointed to collect the rents, issues and profits of the said premises, the fair and reasonable rental value for use and occupancy of said premises or of so much thereof as may be so occupied by Grantor (or the then owner), and upon default in any such payment shall vacate and surrender the possession of said premises to the Beneficiary or Trustee or to such receiver, and in default thereof may be evicted by summary proceedings or other appropriate action at law or in equity.

17. That upon default by Grantor in payment of any indebtedness secured hereby, or any part thereof, when due, or in the performance of any covenant or agreement hereunder, and upon acceleration of the indebtedness aforesaid, regardless of maturity, then this Deed of Trust may be foreclosed by judicial proceedings or the Trustee or the successor of the Trustee may and is hereby AUTHORIZED AND EMPOWERED to enter and take possession of said premises personally or through his agent, and before or after entry to advertise the same for twenty-one (21) days by publication once a week for three (3) successive weeks in a daily newspaper published in said county, therein giving notice of the time, place and terms of sale and at said time and place to sell, either personally or through his agent, at public outcry, the said premises for cash to the highest bidder, free from any equity of redemption, homestead, dower, curtesy and all other exemptions, all of which are hereby expressly waived and the Trustee shall execute a conveyance in fee simple and deliver possession to the purchaser, and in case of such sale by the Trustee or his agent, Grantor shall at once surrender possession of the said premises and shall from that moment, without notice, become a tenant at will of the purchaser at such sale, shall be removable by process such as a writ of unlawful detainer at the suit of either the purchaser or the Trustee for the use and benefit of the purchaser, and shall be liable to the purchaser for the reasonable rental value of the said premises after such sale.

The Beneficiary may bid and become the purchaser at any sale under this Deed of Trust.

The proceeds of any sale conducted in accordance with this paragraph shall be applied:

(a) To pay the expense of making, maintaining and executing this trust, and protecting the property, including the expenses of any litigation and attorney's fee and the usual commissions to the Trustee.

(b) To pay the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit.

(c) To pay the surplus, if any, to the person or persons legally entitled thereto upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

18. That upon default by Grantor in any of the covenants or conditions of this instrument, at its option, the Beneficiary may foreclose this instrument as a mortgage in any court of competent jurisdiction through the Trustee and shall be entitled to the immediate appointment of a receiver for the collection of the rents of said premises

during the pendency of such foreclosure. This right shall be cumulative with and not a waiver of the right to advertise and sell under Trustee's advertisement of sale.

19. That in case of foreclosure of this Deed of Trust in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum shall be allowed for stenographers' fees and for all moneys expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Deed of Trust and be paid out of said rents or the proceeds of any sale made in pursuance of any such judgment or decree: (a) all costs and expenses of such suit or suits, advertising , sale and conveyance, including stenographers' fees, outlays for documentary evidence and the cost of said abstract, examination of title and title report; (b) all moneys advanced by Beneficiary or Trustee, if any, for any purpose authorized in this Deed of Trust, with interest as herein provided; (c) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (d) all the said principal money remaining unpaid. The overplus of the proceeds, if any, shall be paid to the Grantor or as the court may direct.

20. That in case of any foreclosure sale of said premises, the same may be sold in one or more parcels.

21. That the failure of the Beneficiary to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Beneficiary hereunder in any one or more instances, or the acceptance by Beneficiary of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continously in force. Acceleration of maturity, once claimed hereunder by Beneficiary, may, at the option of Beneficiary, be rescinded by written acknowledgement to that effect by the Beneficiary, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity nor extend or affect the grace period, if any.

22. That in the event the premises described in this instrument are sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the Beneficiary will be entitled to a deficiency judgment.

23. That the rights and remedies herein provided are cumulative and that the holder of such Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Deed of Trust and no enumeration of special rights or powers by any provisions of this Deed of Trust shall be construed to limit any grant of general rights or powers hereunder, or to take away or limit any and all rights granted to or vested in the Beneficiary and/or Trustee by virtue of the laws of Tennessee.

24. That all right, title and interest of the Grantor in and to all leases affecting the said premises, together with any and all further leases upon all or any part of the said premises and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the said premises have been transferred and assigned simultaneously herewith to the Beneficiary as further security for the payment of the said indebtedness under provisions of a certain Assignment of Lessor's Interest in Leases of even date herewith executed by Grantor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein and upon five (5) days written notice by Beneficiary Grantor will execute a further such Assignment which shall likewise by this*

and a certain Assignment of Leases and Rents

25. That at the option of Beneficiary this Deed of Trust shall become subject and subordinate, in whole or in part (but not in respect to the priority of entitlement to insurance proceeds or any award in condemnation or in respect to any option for purchase) to any and all leases, of all or any part of the said premises, upon the execution by Beneficiary and recording thereof, at any time hereafter, in the office of the Register in and for the county wherein the said premises are situate, of a unilateral declaration to that effect.

26. That should the proceeds of the loan made by the Beneficiary to the Grantor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Beneficiary, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises, or any part thereof, then the Beneficiary shall be subrogated to any additional security held by the holder of such lien or encumbrance.

27. That Beneficiary, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior deeds of trust or other liens thereon, may release

*reference be made a part hereof.

any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the priority of this Deed of Trust, to the full extent of the indebtedness remaining unpaid hereunder upon any part of the security not expressly released and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby and such agreement shall not, in any way, release or impair this Trust, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this deed of Trust.

Trustee may, at any time or from time to time, without liability therefor and without notice, upon the written request of Beneficiary and presentation of this Deed of Trust and Note secured hereby for endorsement, execute, consent to, or join in any instrument or agreement in connection with or necessary to effect the foregoing.

28. In the event the Beneficiary (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness secured hereby, (b) grants an extension of time of any payments of the debt secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in said promissory Note, said act or omission shall not release the Grantor, subsequent purchasers of the said premises or any part thereof, or makers or sureties of this Deed of Trust or of said Note, under any covenant of this Deed of Trust or of said Note, nor preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

29. To give immediate notice by mail to the Beneficiary of any conveyance, transfer or change of ownership or of occupancy of the said premises.

30. That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively (a) to require Grantor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (b) to require Grantor to make any payment or do any act contrary to law, but if any clause or provision herein contained shall otherwise so operate to invalidate this Deed of Trust in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Deed of Trust shall remain operative and in full force and effect.

31. That Grantor within five (5) days upon request by mail shall execute, acknowledge and deliver to Beneficiary a chattel mortgage, security agreement or other similar security instrument, in form satisfactory to the Beneficiary, covering all property, of any kind whatsoever owned by the Grantor, which, in the sole opinion of Beneficiary, is essential to the operation of the said premises and concerning which there may be any doubt as to whether title to same has been conveyed by and included within this Deed of Trust under the laws of the State of Tennessee, and will further execute acknowledge and deliver any renewal, financing statement, affidavit, continuation statement or other document as the Beneficiary may request in order to preserve, maintain, continue and extend the security interest under and the priority of such chattel mortgage or other security instrument. Grantor further agrees to pay to Beneficiary on demand all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording and filing of any such document.

32. That Trustee accepts this Trust, when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees", and in such event if the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee. The necessity of the Trustee herein named or any successor in trust, making oath or giving bond, is expressly waived.

33. That Beneficiary may from time to time, without notice to grantor and with or without cause, substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written Deed of Appointment executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly filed for record in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee. The procedure herein provided for substitution of Trustee shall not be exclusive of all other provisions for substitution, statutory or otherwise.

34. That the property herein conveyed being located in the State of Tennessee, this Deed of Trust and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be con-

strued and enforced according to the laws of the State of Tennessee.

35. That to the extent permitted by law with respect to the debt secured hereby or any renewals or extensions thereof, Grantor jointly and severally waives and renounces, each for himself and family, any and all homestead and exemption rights, as well as the benefit of all valuation and appraisement privileges, and stay, redemption and moratorjums under or by virture of the constitution and laws of the State of Tennessee, of any other state or of the United States, now existing or hereafter enacted.

36. That the mailing of a written notice or demand addressed to the owner of record of the said premises, or directed to the said owner at the last address actually furnished to the Beneficiary, or directed to said owner at said premises, and mailed by the United States Mails, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

37. That all the covenants hereof shall run with the land.

38. That Grantor will pay to Beneficiary, in addition to the monthly installments of principal and interest under the terms of the Note secured hereby and concurrently therewith, monthly until the said Note is paid, the following:

(a) A sum equal to the rental and additional rental due and payable under the terms of any ground lease constituting any part of the property describerd herein, less all sums already paid therefor, divided by the number of months elapse before one month prior to the date when such rental shall be due and payable; and

(b) A sum equal to all taxes, assessments, water charges and all other impositions next due on the premises described herein (all as estimated by the Beneficiary) plus the premiums that will next become due and payable on policies of fire, rental value and other insurance covering the said premises and required under the terms hereof, less all sums paid therefor, divided by the number of months to elapse before one month prior to the date when such taxes, assessments, charges, impositions and premiums shall be due and payable.

All such payments in this paragraph shall be held by the Beneficiary in trust but without accruing or without any obligation arising for the payment of interest thereon. All such payments shall be added together with the payments required to be made under the Note secured hereby and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth: (i) ground rents, taxes, assessments, water charges, other public impositions, fire, rental value and other insurance premiums; (ii) interest on the Note secured hereby; (iii) amortization of the principal of the said Note. Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and the whole of such principal sum shall immediately become due at the option of the Beneficiary. Any excess funds accumulated under paragraphs (a) and (b) above remaining after payment of the items therein described shall be credited to the subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor, Grantor shall, without demand, forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder and the whole of the said principal sum shall immediately become due at the option of the Beneficiary. If the premises described herein are sold under foreclosure or are otherwise acquired by the Beneficiary after default, any remaining balance of the accumulations under subparagraphs (a) and (b) above shall be credited to the principal secured hereby as of the date of the commencement of foreclosure proceedings or as of the date the title to the said property described herein shall be otherwise acquired.

39. That the Grantor on its behalf and on behalf of all subsequent owners of the property, agrees to comply with all terms, covenants and conditions contained in the Note secured hereby made by Grantor to Beneficiary, including, but not limited to (i) the maintaining of records and furnishing of yearly reports with respect to the Contingent Interest provisions recited in said Note and the actual payment of such Contingent Interest, and (ii) the authorization to Beneficiary to act in the place and stead of Grantor with respect to the rights of Grantor, as landlord, to inspect records of tenants under occupancy leases affecting the mortgaged premises. All provisions of said Note are by this reference incorporated herein to the same extent as if more fully set forth herein. A default of any such term, condition or covenant contained in such Note shall be deemed a default under this Deed of Trust.

40. That Grantor shall provide, maintain, clean, repair, police and adequately light areas within the boundaries of the real property described in Exhibit A to provide parking spaces for a minimum of Two Hundred Ninety-four (294) automobiles on Parcel I and a minimum of Three Hundred Six (306) automobiles on Parcel II and, in any event, to provide parking spaces sufficient in number to satisfy the requirements of the local zoning regulations and Grantor shall provide, maintain, clean, repair, police and adequately light areas within the said boundaries for sidewalks and driveways which shall permit ready ingress and egress to and from all buildings, parking areas and adjoining public roads and in the event any restriction or limitation prohibits Grantor from providing direct access between Parcel II and a public road, Grantor shall at all times provide such access by paved driveways over Parcel I to one or more public roads.

41. That all leases affecting the mortgaged premises shall require that the landlord shall furnish all usual and and necessary office building services including, but not limited to cleaning, heating, air-conditioning, utilities, painting, decorating and alterations (as may be typically provided in most first class office buildings in the Nashville area) and landlord shall be obligated to pay for all real estate taxes, insurance premiums for policies required by this Deed of Trust and for liability policies protecting the landlord, and for repairs to the building, fixtures and other property owned by Grantor and for any replacements and maintenance of items owned by landlord and leased to tenant. All leases shall be submitted to the Beneficiary for its prior approval. It is understood that any space occupied by Grantor in any building on the mortgaged premises shall be evaluated for the purpose of calculating Contingent Interest at an annual per square foot rate equal to the average per square foot rate paid by all tenants occupying the subject building during the Fiscal Year (a term defined in the Note secured hereby) for which such Interest is being paid.

THE CONDITIONS OF THIS DEED OF TRUST are such that if the Grantor shall well and truly pay and discharge the indebtedness evidenced by said Note or any notes given in renewal or extension thereof and secured hereby, and shall observe and perform all terms, covenants and conditions on the part of Grantor to be observed and performed hereunder and shall pay the costs, fees and expenses of making, enforcing and executing this trust, then this conveyance shall become NULL AND VOID and shall be released by the Beneficiary at the cost and expense of the Grantor and in case of failure of the Beneficiary to release this Trust Deed, all claims for statutory penalties and damages are hereby waived; OTHERWISE to be and continue in full force and effect.

IT IS SPECIFICALLY AGREED that time is of the essence of this contract and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abondonment of such rights. Notice of the exercise of any option granted to the Beneficiary or Trustee herein, or in the Note secured hereby, is not required to be given.

The Trustee and the Beneficiary are hereby subrogated to the lien of any deed of trust and/or any other lien discharged in whole or in part by the proceeds of that certain Deed of Trust Note of even date herewith in the amount of $1,750,000.00 made by Grantor to the order of and delivered to Beneficiary and secured by the within Deed of Trust.

ALL OF THE COVENANTS herein contained are joint and several and shall also bind, and the benefits and advantages thereof shall also inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Grantor, if an individual or individuals, has (have) signed, sealed and delivered this writing, or if a corporation, has caused this writing to be signed, sealed and delivered in its corporate name and behalf, by its officers duly authorized, the day and year first written.

COMMERCIAL EQUITIES CORP.

By: _____
J. M. Medlin, President

ATTEST

_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, John R. Parker a Notary Public of the State and County aforesaid, personally appeared J. M. Medlin, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of COMMERCIAL EQUITIES CORP., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tenn this 2nd day of May 1978.

_____
Notary Public

JOHN R. PARKER NOTARY PUBLIC DAVIDSON COUNTY

Commission expires
May 14, 1980

EXHIBIT A ATTACHED TO AND MADE A PART OF A CERTAIN DEED OF TRUST DATED MAY 1, 1978 MADE BY COMMERCIAL EQUITIES CORP., AS GRANTOR, FRANCIS P. GUNNING AND MARTIN CLEARY, AS TRUSTEES AND PROVIDENT TRUST COMPANY, AS BENEFICIARY

Three parcels or tracts of land in the 1st (formerly 2nd) Civil District of Davidson County, Tennessee, being described according to a survey by Dixie Engineering Associates, dated August 17, 1971, and last revised on April 11, 1978, Job No. 71-16 as follows:

PARCEL I: Beginning at a point, an iron pin, situated in the easterly right-of-way line of the L & N Railroad spur to Avco which iron pin is located 90 feet southwesterly from the center line of Murfreesboro Road said point also being on the southerly margin of said Murfreesboro Road at a controlled access fence; thence with said fence and southerly margin of Murfreesboro Road around a curve to the left of 4093.07 foot radius, a distance of 205.30 feet to a point on the southerly margin of Murfreesboro Road; thence South 17° 58' West a distance of 525.68 feet to a point; thence North 71° 32' 36" West 198.32 feet to a point on the easterly right-of-way of the L & N Railroad spur to Avco; thence North 17° 58' East a distance of 577 feet to an iron pin, the Point or Place of Beginning, containing 2.51 acres, more or less.

PARCEL II: There is also conveyed a non-exclusive easement running with the land over and across the hereinafter described Parcel III between the premises above described in Parcel I and McGavock Pike for owners, mortgagees, tenants, licensees, tradesmen, visitors, guests and contractors and employees or agents of any of the aforesaid to pass and re-pass over and across the hereinafter described premises as pedestrians or by vehicles as may be required. The burdened premises are described as Parcel III hereinbelow.

PARCEL III: Beginning at a point in the westerly margin of McGavock Pike, said point being 150.00 feet southwardly from the intersection of Murfreesboro Road, and being the southeasterly corner of the Humble Oil and Refining Company property, as conveyed to the latter by deed of record in book 4052, page 448, Register's Office for said County; thence South 17° 25' West, 278.8 feet along the westerly margin of McGavock Pike to a point, said point being the point of curvature of a curve of 924.93 foot radius; thence with said curve to the right a distance of 50.00 feet to a point on the westerly margin of McGavock Pike; thence North 71° 32' 36" West 348.40 feet to a point; thence North 17° 58' East 525.68 feet to a point in the southerly margin of Murfreesboro Road at a controlled access fence; thence with said fence and southerly margin of Murfreesboro Road around a curve to the left of 4093.07 foot radius, a distance of 167.62 feet to a concrete monument in the southerly margin of Murfreesboro Road; thence North 28° 59' East, 19.8 feet to a concrete monument, said monument being on the southerly margin of Murfreesboro Road; thence with the southerly margin of Murfreesboro Road, around a curve to the left of 4073.09 foot radius, a distance of 30.8 feet to an iron pin in the southerly margin of Murfreesboro Road; thence South 17° 24' West, 150.0 feet with a line to an iron pin; thence South 62° 02' East, 150.00 feet to an iron pin, the point of beginning, containing 3.48 acres, more or less.