This Instrument Prepared By:
Waller Lansden Dortch & Davis
Attorneys at Law
1200 American Trust Building
Nashville, Tennessee 37201

BOOK 5487 PAGE 95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,350,000.

Affiant

Subscribed and sworn to before me, this the 14th day of October, 1977.

Notary Public

My Commission Expires: 9-6-81
(Affix Seal)

Address New Owners as Follows: Send Tax Bills to: Map-Parcel Numbers:

MANZURUL HUQ
970 MURFREESBORO RD. SAME Map 106 - Par 127 TR
NASHVILLE, TN. 37217

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $125,000.00, which has been paid in cash, receipt of which is hereby acknowledged; the assumption by Manzurul Huq and wife, Maliha Huq, (the "Buyers"), of the obligations under a first mortgage note, secured by a deed of trust executed by Highland Inns Corporation, a Tennessee corporation ("Highland"), to J. G. Palmer, Trustee, of record in Book 4651, page 936, Register's Office of Davidson County, Tennessee (such note and deed of trust, as modified and amended from time to time, being referred to as the "First Mortgage"); the sum of $431,986.17 for which the Buyers have executed a promissory note bearing interest at eight percent (8%) payable to Highland in one hundred and eighty (180) monthly installments of principal and interest of $4,128.32 beginning November 1, 1977 (the "Note"); and the other consideration set forth in Section 2 ("Purchase Price") and in the other provisions of that certain Real Property Purchase Agreement, dated

August 6, 1977, as modified by an instrument dated September 10, 1977 (the "Purchase Agreement") entered into by and between Highland and Buyers, and to secure the payment of said Purchase Price, and other amounts, a lien is expressly retained on the real property herein conveyed, Highland has this day bargained and sold and does hereby transfer and convey unto the Buyers, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Millwood, Section I, as of record in Book 4460, Page 84, Register's Office for said County. Said Lot No. 2 begins at a point on the easterly right-of-way of Murfreesboro Road, said point being the common corner of Millwood Development Corporation property and Louise Martinez property; thence along the common property line of the before mentioned properties N. 30 degrees 53 minutes 35 seconds E. 600.00 feet to a point; thence S. 49 degrees 00 minutes E. 165.15 feet to a point on the westerly margin of Millwood Drive; thence with said Drive and also being along a curve having a radius of 300.00 feet, a distance of 143.04 feet to a point; thence S. 16 degrees 00 minutes E. 100.03 feet to a point; thence S. 41 degrees 00 minutes W. 258.16 feet to a point; thence N. 49 degrees 00 minutes W. 105.00 feet to a point; thence S. 41 degrees 00 minutes W. 175.00 feet to a point on the easterly right-of-way of Murfreesboro Road; thence along said right-of-way N. 49 degrees 00 minutes W. 136.00 feet to the point of beginning.

Being the same property conveyed to Associated Motor Inns Corporation, now Highland Inns Corporation, by deed from Henry Hudson, of record in Book 4601, Page 191, Register's Office for said County.

This is improved property known as 970 Murfreesboro Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest thereto belonging, to the Buyers, their heirs and assigns forever. Highland covenants that it is lawfully seized and possessed of said real property in fee simple, has a good right to convey it, and that the same is unencumbered except for:

i. Deed of trust executed by Highland Inns Corporation to J. G. Palmer, Trustee, dated November 1, 1972, filed November 2, 1972, and recorded in Book 4651, Page 935, Register's Office for Davidson County, Tennessee, to secure to Noel-Palmer Mortgage Company, Inc., Nashville, Tennessee, the payment of a note for $960,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein, Financing Statement of record in Book 4651, Page 942, Register's Office for Davidson County, Tennessee.

ii. Deed of trust executed by Highland Inns Corporation to William P. Johnston, Trustee, dated September 3, 1976, filed September 3, 1976, and recorded in Book 5065, Page 290, Register's Office for Davidson County, Tennessee to secure to Campus the payment of a note for $100,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein; Highland will cause no default to be made in this note to Campus, and will indemnify and hold Buyers harmless from any and all expenses Buyers might incur, including court costs and reasonable attorney fees, if Highland fails to meet it obligations under said note and Deed of Trust.

iii. Taxes for 1977, a lien, presently due and payable. (Field Book No. 2DA-50850 - Map 106, Parcel 127)

iv. Thirty-foot building setback line from Murfreesboro Road and Millwood Drive, 10-foot public utility easement, future extension of sewer line by others and conditions of owners certificate, as shown on plan of record in Book 4460, Page 84, Register's Office for Davidson County, Tennessee.

v. Survey made by Hal R. Swann, Jr., Surveyor, dated September 19, 1972, shows the 20-foot sewer easement encroaching on the swimming pool and walkway, and all warranty by reason thereof is excepted.

Highland further covenants and binds itself and its representatives, to warrant and forever defend the title to said real estate to the Buyers, 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 indebtedness for the Purchase Price including, without limitation, the indebtedness under the Note and the assumption and payment of the First Mortgage; rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Buyers hereby transfer and convey unto William P. Johnston, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Buyers 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 the sum of $1,335,000.00 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.

Buyers agree not to lease, sell or convey the said property or any portion thereof without prior written consent from Highland, which consent will not be unreasonably withheld. Buyers agree not to renovate, modify or otherwise alter the condition of the improvement on the said property without the prior written consent of Highland, which consent will not be unreasonably withheld.

This trust conveyance constitutes a Security Agreement under the Uniform Commercial Code of the State of Tennessee with respect to any part of the premises which may or might now or hereafter be deemed to be personal property, fixtures or equipment or other than real estate. As such Security agreement, this instrument covers all rents issues, profits, revenue and benefits arising from all operations located on the real estate, and in addition covers all heating, air conditioning and refrigerating equipment, and all furniture, carpeting, fixtures and equipment of every kind and nature used in connection with the operation of the premises whether attached or detached, and all replacements or additions thereto or articles in substitution therefor,

whether now or hereafter required. It is further agreed that all equipment and fixtures referred to above are installed or will be installed upon the premises for use thereon to enhance the utility and marketability of the premises and such articles are declared to be a permanent accession to and a part of the real estate hereby conveyed, and that such articles together with the real estate described in this instrument shall collectively hereafter be identified as premises, or property securing this trust conveyance.

Buyers further agree to pay all taxes and assessments thereon, general or special, and to pay prior to the date of delinquency, and, upon demand of said Trustee or the lawful holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on 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 appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Buyers upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these 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 ten per cent (10%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Upon the occurrence of any of the following events of default ("Events of Default"):

(a) Failure to pay any installment of the principal of the Note when due, or any interest on the Note within five days after such interest becomes due;

(b) If any representation or warranty made by the Buyers in this Installment Deed or in any certificate, financial or other statement furnished at any time under or in connection with this Installment Deed is untrue in any material respect and shall not be remedied within five days after receipt by the Buyers of notice thereof from the Trustee;

(c) Default by the Buyers in the observance or performance of any covenant or agreement contained in this Installment Deed, the First Mortgage, the Purchase Agreement, the Note, the Bill of Sale, Assignment and Assumption Agreement of even date entered into by Highland and the Buyers ("Assumption Agreement") and the Deposit Agreement of even date entered into by Highland, the Buyers and the Third National Bank of Nashville, Tennessee, ("Deposit Agreement") and the continuance of the same for five days after receipt by the Buyers of notice of such default from the Trustee;

(d) Filing by either or both of the Buyers of a voluntary petition in bankruptcy or any answer seeking reorganization, arrangement, readjustment of his, her or their debts or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or any action by either or both of the Buyers indicating his, her or their consent to, approval of, or acquiescence in, any such petition or proceeding;

(e) The application by either or both of the Buyers for the appointment of a receiver or trustee of himself, herself or themselves or for all or a substantial part of his, her or their property;

(f) The making of an assignment by either or both of the Buyers for the benefit of his, her or their creditors except as provided herein or in any of the other documents referred to in subparagraph (c) hereinabove or as otherwise consented to in writing by Highland which consent will not be unreasonably withheld;

(g) The inability of either or both of the Buyers, or the admission by either or both of the Buyers in writing of his, her or their inability, to pay his, her or their debts as they mature;

(h) A filing of against either or both of the Buyers in bankruptcy of any involuntary petition seeking reorganization, arrangement, readjustment of debts, an adjudication of insolvency or any other relief under the Bankruptcy Act, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing that is not dismissed within 60 days;

(i) The involuntary appointment of a receiver or trustee for either or both of the Buyers or for all or a substantial part of his, her or their property that is not discharged within 30 days;

(j) The issuance of a warrant of attachment, execution or similar process against any substantial part of said property of either or both of the Buyers that is not dismissed, bonded or discharged within 60 days;

(k) If the Buyers default in any payment of principal of or interest on any other obligation for borrowed money (including any obligation under a conditional sale or another title retention agreement of any obligation issued or assumed as full or partial payment for property, whether or not secured by a purchase money mortgage) beyond any period of grace provided with respect thereto or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created beyond any such period of grace where the effect of such default is to cause or to permit the holder or holders of such obligation or the trustee or trustees of such holder or holders to then cause such obligation to become due prior to its stated maturity unless such default is then being contested in good faith by the Buyers;

then and in any such event: (i) the Trustee, by written notice given to the Buyers, may declare the entire unpaid principal of the Note, and all accrued and unpaid interest thereon, to be due and payable immediately, and upon such declaration the unpaid principal of the Note and all accrued and unpaid interest thereon shall become and be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in the Note or in this Installment Deed to the contrary notwithstanding and (ii) the Trustee may exercise at his option any of the rights specifically provided for in this Installment Deed following an Event of Default.

Following an Event of Default and an acceleration of the Note, the Trustee may take such steps, whether by action, suit, or proceeding in equity or at law, to collect the Note or to protect or enforce any rights granted to it by this Installment Deed, any mortgage supplemental hereto, any security instrument or any instrument of further assurance.

Following an Event of default and an acceleration of the Note, and upon the filing of a suit or other commencementof judicial proceedings to enforce the rights of the Trustee granted under this Installment Deed, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the said property, pending such proceedings, with such powers as the court making such appointment shall confer. Notwithstanding the appointment of any receiver of the said property, or any part thereof, the Trustee shall be entitled to retain possession and control of the said property now or herafter held under this Installment Deed.

Following an Event of Default and an acceleration of the Note, the Trustee may notify Highland that it may enter into and upon all or any part of the said property and exclude the Buyers therefrom. Once Highland is in possession of said property, Highland may enter and use, operate, manage, and control the said property and conduct the business thereof. Highland shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the said property and every part thereof, all of which shall for all purposes constitute property of the Buyers. The Trustee or Highland, either by purchase, repair, or construction may make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements to the said property. After deducting (a) the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, (b) payments for taxes, assessments, insurance, and other proper charges upon the said property and (c) reasonable compensation for the services of the Trustee or Highland and his or its employees and agents, the Trustee or Highland shall apply all moneys arising as aforesaid to the payment of the obligations of the Buyers in the priority set forth below.

Following an Event of Default and an acceleration of the Note, the Trustee, or his Successor Trustee, is hereby authorized and empowered, upon giving 30 days' written notice to the Buyers and upon giving 30 days' notice by four publications in the

Nashville Record of Davidson county, Tennessee, to sell the Property at 12 o'clock noon at the Davidson County Courthouse front door, to the highest bidder, for cash, and free from the equity of redemption, homestead, waiver, and all other exemptions of every kind, which are hereby expressly waived. Highland may bid at any sale under this conveyance and, if the said property is purchased by Highland, the Buyers, in lieu of paying cash, may credit the indebtedness of Highland as provided in the priority list set forth below.

Any sale made pursuant to this Installment Deed, whether made under the power of sale herein granted or as a result of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the Buyers' estate, right, title, interest, claim, and demand whatsoever, whether at law or in equity, in and to the said property and rights so sold and shall be a perpetual bar both at law and in equity against the Buyers and against any and all persons claiming from, through or under the Buyers. Upon the completion of any sale made by the Trustee under or by virtue of this Installment Deed, the Trustee, or an officer of any court empowered to do so, shall execute and deliver to the purchaser a good and sufficient instrument conveying, assigning, and transferring all of the Buyers' estate, right, title and interest in and to the property and rights so sold, and the Buyers will at once surrender possession of the said property and will from that moment become and be a tenant at will of the purchasers, and removable by process, as upon a forceable and unlawful detainer, hereby agreeing to pay the purchaser the reasonable rental value of the said property from and after the sale.

The proceeds of any sale made pursuant to this Installment Deed, together with any other sums that then may be held by the Trustee or Highland under this Installment Deed shall be applied as follows:

(a) First, to the payment of the costs and expenses of executing this Installment Deed, including, but not limited to, reasonable compensation to the Trustee, his employees and agents, and the expenses of any judicial proceedings that may arise on account of the execution and enforcement of this Installment Deed.

(b) Second, to the payment of all expenses, liabilities, and advances made or incurred by Highland and the Trustee under the Note, this Installment Deed, the First Mortgage, the Purchase Agreement, the Assumption Agreement or the Deposit Agreement, together with interest at the rate of 10% per annum.

(c) Third, to the payment of the entire unpaid principal amount of the Note and all accrued and unpaid interest thereon.

(d) Fourth, to the payment of any other sums required to be paid by the Buyers pursuant to any provision of this Installment Deed, the Note, the First Mortgage, the Purchase Agreement, the Assumption Agreement or the Deposit Agreement.

(e) Fifth, the surplus, if any, shall be paid to the person lawfully entitled to receive the same.

The Buyers hereby appoint the Trustee, with full power of substitution and resubstitution, its true and lawful agent and attorney-in-fact to make, following an Event of Default and an acceleration of the Note, all necessary conveyances, assignments, transfers, and deliveries on behalf of the Buyers of the said property and rights so sold and, for that purpose, to execute all necessary instruments of conveyance, assignment, and transfer as such attorney-in-fact shall consider necessary or advisable, the Buyers hereby ratifying and confirming all that such attorney-in-fact shall lawfully do by virtue hereof. Such power of attorney to the contrary notwithstanding, the Buyers, if so requested by the Trustee, shall ratify and confirm any such sale or sales by executing and delivering to the Trustee or to any purchaser all such instruments as the Trustee may deem advisable. This power of attorney is a special power of attorney coupled with an interest.

No remedy herein conferred upon or reserved to the Trustee or Highland is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute.

No delay by or omission of the Trustee or Highland in exercising any right or power accruing upon any Event of Default hereunder shall impair any such right or power or be construed to be a waiver of any such Event of Default nor shall it affect any subsequent Event of Default. Every power and remedy given by this Installment Deed to the Trustee or Highland may be exercised from time to time as often as may be deemed expedient by the Trustee or Highland.

In case of any proceedings against either or both of the Buyers in insolvency or bankruptcy or involving the liquidation of his, her or their assets, then and in such case, either the Trustee or Highland shall be entitled to prove the entire unpaid amount of principal of and interest on the Note and all other obligations of the Buyers under this Installment Deed, the First Mortgage, the Purchase Agreement, the Assumption Agreement and the Deposit Agreement without deducting therefrom any proceeds obtained from any sale of the said property, or any part thereof; provided, however, that in no case shall the aggregate amount distributed to the Trustee from the proceedings of the sale of the said property and the distribution from the bankruptcy estate of either or both of the Buyers exceed the sum of (a) the unpaid

principal of and interest on the Note and (b) the payment of all other obligations of either or both of the Buyers under the Note, this Installment Deed, the First Mortgage, the Purchase Agreement, the Assumption Agreement, or the Deposit Agreement.

Upon the payment by the Buyers of all indebtedness secured by this Installment Deed, and the performance of all the covenants and stipulations contained in the Note, this Installment Deed, the First Mortgage, the Purchase Agreement, the Assumption Agreement and the Deposit Agreement, Highland, on the request and at the cost of the Buyers, shall cancel the Note and the Trustee shall promptly release this Installment Deed. In such connection, the Trustee will execute, acknowledge, deliver, and perform such further acts, deeds, conveyances and assurances as the Buyers shall reasonably request to effect such release.

All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the Buyers, the Trustee and Highland, and their respective successors and assigns.

Any notice hereunder shall be duly given if delivered in writing personally to the person to whom it is authorized to be given, or if sent by registered mail, return receipt requested, to the Buyers at 970 Murfreesboro Road, Nashville, Tennessee 37217, to Highland, 808 United American Bank Building, Nashville, Tennessee 37219 and to the Trustee at 1200 American Trust Building, Nashville, Tennessee 37201 or at such other address of which such person shall have notified the party giving such notice in writing. Any such notice shall be deemed to be given as of the date so delivered, if delivered personally, or as of the date on which the same was deposited in the United States Mail, postage prepaid, addressed and sent as aforesaid. Whenever in this Installment Deed the giving of notice is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

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 so to do, then the holder in order 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 above named Trustee shall be vested in said successor.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this the 14th day of October, 1977.

HIGHLAND INNS CORPORATION

President

Attest:

Secretary

MANZURUL HUQ

MALIHA HUQ

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Elizabeth A. Heck, a Notary Public in and for said County and State, Manzurul Huq and Maliha Huq, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the withint instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 14th day of October, 1977.

Elizabeth A. Heck
Notary Public

My commission expires: 9/6/81

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Elizabeth A. Heck, a Notary Public of the State and County aforesaid, personally appeared Troy A. Waugh, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Highland Inns Corporation, 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 14th day of October, 1977.

Elizabeth A. Heck
Notary Public

My Commision Expires: 9/6/81

F 4 7 9 1 I RUSH
IDENTIF. REFERENCE
AUG 23 9 11 AM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

BOOK 5487 PAGE 106

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		1,350,000.00	CO	
			431986.17-	MO
			3510.00	CO TX
			430.00	MO TX
			.50	PRFEE
			33.00	WDEED
				CHECK 3973.50-
6358A	08/23/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 47911

IDENTIF. REFERENCE

AUG 23 9 11 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 706805