PREPARED BY:
STELTEMEIER & WESTBROOK
ATTORNEYS AT LAW
2002 RICHARD JONES ROAD
NASHVILLE, TENN. 37215

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5511 PAGE 364

The actual consideration or value, whichever is greater, for this transfer is $1,525,000.00.

Thakorlal Patel

Subscribed and sworn to before me, this the 4th day of October, 1979.

NOTARY PUBLIC

My Commission expires: July 11, 1981

Address New Owners as Follows:
Ideal Hospitality, Inc.
970 Murfreesboro Road
Nashville, TN

Send Tax Bills To:
SAME

Map-Parcel Numbers:
Map 106
Parcel 127
2DA-50850

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $136,934.25, which has been paid in cash, receipt of which is hereby acknowledged; the assumption by Ideal Hospitality, Inc., (the "Buyer"), of the obligations under a 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 Mortage") assumed by Manzurul Hug and wife, Maliha Huq (the "Sellers") on October 14, 1977, of record in Book 5487, page 95, Register's Office of Davidson County, Tennessee, the sum of $292,798.74 for which the Buyer has executed a promissory note bearing interest at nine and one-half percent (9 1/2%) payable to Sellers in one hundred and two

(102) monthly installments of principal and interest of $4,194.64 beginning November 1, 1979 (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 and Assignment of Rights, dated August 28, 1979, as modified by an instrument dated October 4th, 1979 (the "Purchase Agreement") entered into by and between Sellers and Buyer, and to secure the payment of said Purchase Price, and other amounts, a lien is expressly retained on the real property herein conveyed, Sellers have this day bargained and sold and do hereby transfer and convey unto the Buyer, its 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 1, 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 Manzurul Huq and wife, Maliha Huq by deed from Highland Inns Corporation, of record in Book in Book 5487, page 95, 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 Buyer, its heirs and assigns forever. Sellers covenant that they are lawfully seized and possessed of said real property in fee simple, have a good right to convey it, and that the same is unencumbered except for:

1. 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.

2. Deed of Trust executed by Highland Inns Corporation to J. C. Palmer, Trustee, of record in Book 4651, page 936, Register's Office for Davidson County, Tennessee, assumed by Sellers on October 14, 1977, of record in Book 5487, page 95, Register's Office for Davidson County, Tennessee, to secure to Highland the payment of a note for $431,986.17, with present principal of $375,000.00 with interest at eight percent (8%) on the eight (8) year amortization schedule with payments of $5,301.26 per month beginning November 1, 1979, together with any terms, conditions, restrictions or limitations recited therein; Sellers will cause no default to be made in this note, and will indemnify and hold Buyer harmless from any and all expenses Buyer might incur, including court costs and reasonable attorney's fees, if Sellers fail to meet their obligations under said note and Deed of Trust.

3. Taxes for 1979, a lien, presently due and payable,. Field Book No. 2DA-50850, Map 106, Parcel 127)

4. 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.

5. 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.

Sellers further convenant and bind themselves and their representatives, to warrant and forever defend the title to said real estate to the Buyer, its 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 unnccessary 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 Buyer hereby transfers and conveys unto Clark H. Tidwell, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trust:
Buyer agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies. for the sum of $1,225,000.00 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.

Buyer agrees not to lease, sell or convey the said property or any portion thereof without prior written consent from Sellers, which consent will not be unreasonably withheld or delayed. Buyer agrees not to renovate, modify or otherwise alter the condition of the improvement on the said property without the prior written consent of Sellers, which consent will not be unreasonably withheld or delayed. Any lease, sale or conveyance without such consent shall accelerate the note and the same shall be due and payable on such lease, sale or conveyance.

This trust conveyance constitutes a Security Agrement 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.

Buyer further agrees to pay all taxes and assessments thereon, general or special, and to pay prior to the date of delinquency, and, upon demand of said Trust or the lawful holder of said indebtedness to pay, discharge, or removed, 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 improvement 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 Buyer 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 percent (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 Buyer 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 Buyer of notice thereof from the Trustee;

(c) Default by the Buyer in the observance or performance of any covenant or agreement contained in this Installment Deed, the prior Mortgages, the Purchase Agreement as amended, the Note, the Bill

of Sale, Assignment and Assumption Agreement of even date entered into by Sellers and Buyer ("Assumption Agreement") and the Deposit Agreement of even date entered into by Sellers and Buyer 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 the Buyer 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 the Buyer indicating its consent to, approval of, or acquiescence in, any such petition or proceeding:

(e) The application by the Buyer for the appointment of a receiver or trustee for its or for all or a substantial part of its property;

(f) The making of an assignment by the Buyer for the benefit of its 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 Sellers which consent will not be unreasonably withheld;

(g) The inability of the Buyer, or the admission by the Buyer in writing of its inability, to pay its debts as they mature;

(h) A filing of against the Buyer 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 the Buyer or for all or a substantial part of its 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 the Buyers that is not dismissed, bonded or discharged within 60 days;

(k) If the Buyer defaults in any payment of principal of or interest on any other obligation for borrowed money (including 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 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 Buyer;

then and in any such event: (i) the Trustee, by written notice given to the Buyer, 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 commencement of 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 hereafter held under this Installment Deed.

Following an Event of default and an acceleration of the Note, the Trustee may notify Sellers that it may enter into and upon all or any part of the said property and exclude the Buyer therefrom. Once Sellers are in possession of said property, Sellers may enter and use, operate, manage, and control the said property and conduct the business thereof. Sellers 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 Buyer. The Trustee or Sellers, 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 Sellers and their or its employees and agents, the Trustee or Sellers shall apply all moneys arising as aforesaid to the payment of the obligations of the Buyer 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 Buyer, 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. Sellers may bid at any sale under this conveyance and, if the said property is purchased by Sellers, the Buyer, in lieu of paying cash, may credit the indebtedness of Sellers 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 Buyer's 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 Buyer and against any and all persons claiming from, through or under the Buyer. 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 Buyer's estate right, title and interest in and to the property and rights so sold, and the Buyer 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 Sellers 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 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 Buyer 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 Buyer hereby appoints 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 Buyer 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 Buyer 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 Buyer, 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 Sellers 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 Sellers 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 Sellers may be exercised from time to time as often as may be deemed expedient by the Trustee or Sellers.

In case of any proceedings against the Buyer in insolvency or bankruptcy or involving the liquidation of its assets, then and in such case, either the Trustee or Sellers shall be entitled to prove the entire unpaid amount of principal of and interest on the Note and all other obligations of the Buyer 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 the Buyer exceed the sum of (a) the unpaid principal of and interest on the Note and (b) the payment of all other obligations of the Buyer under the Note, this Installment Deed, prior Mortgages, the Purchase Agreement as amended, the Assumption Agreement, or the Deposit Agreement.

Upon the payment by the Buyer of all indebtedness secured by this Installemnt Deed, and the performance of all convenants and stipulations contained in the Note, this Installment Deed, the prior Mortgages, the Purchase Agreement as amended, the Assumption Agreement and the Deposit Agreement, Sellers on the request and at the cost of the Buyer, 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 Buyer shall reasonably request to effect such release.

All of the grants, convenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the Buyer, the Trustee and Sellers, 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 Buyer at 970 Murfreesboro Road, Nashville, Tennessee 37217, to Sellers c/o Clark H. Tidwell, 24th Floor, Life and Casualty Building, Nashville, Tennessee 37219 and to the Trustee at 24th Floor, Life and Casualty Building, Nashville, Tennessee 37219 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 4th day of October, 1979.

MANZURUL HUQ

MALIHA HUQ

IDEAL HOSPITALITY, INC.

BY: Shashikant J. Patel
VICE PRESIDENT

ATTEST:

Thakorlal Patel
PRESIDENT

Z262 10/09 4295.30- CHECK

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Manzurul Huq and Maliha Hug, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained. Witness my hand and official seal at Nashville, Tennessee, this 4 day of OCTOBER, 1979.

NOTARY PUBLIC

My Commission Expires:

July 11, 1981

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Shashikant Patel, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of the Ideal Hospitality, Inc. the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Shashikant Patel, as such Vice President.

Witness my hand and official seal at office at Nashville, Tennessee on this the 4 day of OCTOBER, 1979.

NOTARY PUBLIC

My Commission Expires:

July 11 1981

IDENTIF. REFERENCE

OCT 9 2 13 PM '79

FELIX Z. NELSON REGISTER
DAVIDSON COUNTY, TENN.

F.56651

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO		152,526.20	
			292758.74- MO	
			3966.00 CO TX	
			290.80 MO TX	
			.50 PRFEE	
			39.00 WDEED	
			CHECK 4295.30-	
			7282A10/09/75 BJL .0	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 56651

IDENTIF. REFERENCE T

Oct 9 2 13 PM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 717426