This Instrument Prepared By:
Thomas C. Scott
Tune, Entrekin & White
26th Floor
First American Center
Nashville, Tennessee 37238

INSTALLMENT DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel Numbers
Charles W. Hawkins, III, Trustee Charles W. Hawkins Co., Inc. 26th Floor, 1st American Center Nashville, Tennessee 37238	Same	107-90 (Part of)

BOOK 5675 PAGE 48

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and NO/100 ($148,750.00) DOLLARS, of which THIRTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN and 50/100 ($37,187.50) DOLLARS, has been paid in cash, receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SIXTY-TWO and 50/100 ($111,562.50) DOLLARS, a note has been executed by Charles W. Hawkins, III, Trustee, and Airlane Investors, a partnership said Note being of even date herewith providing for payment of said principal and interest at the rate of ten percent (10%) on or before one year from the date hereof and, further for payment of attorney's fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Metropolitan Industrial Park, Inc. has this day bargained and sold, and does hereby transfer and convey unto the said Charles W. Hawkins, III Trustee his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a tract of land in the First Civil District of Davidson County, Tennessee, being Lot No. 2 as shown on Metropolitan Industrial Park, Phase II, Section Twelve as of Record in Book 5190, Page 464, R.O.D.C., Tennessee, located between Air Lane Drive and Interstate 40 East and being more particularly described as follows:

Beginning at a point located in the southerly margin of Air Lane Drive, said point being 700' more or less in an easterly direction along said road margin from its intersection with the southerly margin of Elm Hill Pike at the northerly terminous of a 25 feet radius return.

Thence, following the southerly margin of Air Lane Drive with a curve to the left having a radius of 530.00 feet, a central angle of 7° 53' 33" left for a distance of 73.00 feet to a concrete monument;

Thence, north 62° 22' 00" east for a distance of 342.23 feet to a point;

Thence, leaving the aforementioned road margin and following a new line that runs parallel to and 20' to the west of an existing gas main; south 21° 23' east for a distance of 451.38 feet to a point in the northerly margin of Interstate Highway 40;

Thence, following said Interstate margin south 75° 08' west for a distance of 322.00 feet to a point;

Thence, leaving the northerly margin of Interstate Highway 40 and following a new line north 37° 56' west for a distance of 220.23 feet to a point;

Thence, north 31° 54' west for a distance of 166.35 feet to the point of beginning and containing 152,961 square feet on 3.5 acres more or less.

Being part of the property conveyed to Metropolitan Industrial Park, Inc. by deed from East Park, a joint venture, of record in Book 5039, Page 229, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles W. Hawkins, III Trustee his heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for the following:

1. Restrictions of record in Book 4205, Page 437, in Book 4214, Page 851, and in Book 4801, Page 240, said Register's Office.

2. Sewer easements of record in Book 5202, Page 243, and in Book 5275, Page 486, said Register's Office.

3. Setback lines, utility and drainage easements, and sewer easements as shown on said Plan of Lot No. 2, Metropolitan Industrial Park, Phase II, Section Twelve.

4. Subject property is bounded on the south by Interstate Highway I-40, which is controlled access highway, and there is no right of ingress or egress from subject property onto said highway.

5. 1980 taxes have been prorated and Grantor shall pay all taxes for 1980.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Charles W. Hawkins, III, Trustee, his 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; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment 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 said Charles W. Hawkins, III Trustee, hereinafter referred to as Trustor, hereby transfers and conveys unto Ervin M. Entrekin, 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:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured under policies in form satisfactory to the holder of the secured indebtedness and by companies satisfactory to said holder in amounts satisfactory to holder, 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. Upon request Trustors shall deliver the original of said policies or policy to the holder of said indebtedness.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and 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 Trustor 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 interest from the date of payment at the highest rate then permissable in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor shall pay the secured indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the indebtedness, maintain the property in good repair, maintain the required insurance and pay any and all sums when due as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly when due, or if, Trustor fails to pay said taxes when due, maintain the property in good repair or insured, or pay said other sums when due, as herein provided, and Trustor fails to reimburse the Trustee, or the lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or the lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and installments thereof, shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails,

before selling said property, as herein provided to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Trustor, his order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said 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 of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The word "Trustor" when used herein shall apply to parties both singular and plural.

WITNESS our hands this 3d day of November, 1980, the corporate party, having caused its name to be signed hereto by its duly authorized officers on said day and date.

METROPOLITAN INDUSTRIAL PARK, INC.

BY: _____ V/P

_____ as Trustee

CHARLES W. HAWKINS, III, TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $148,750.00.

Subscribed and sworn to before me, this the 3rd day of November, 1980.

Charles W. Hawkins III
AFFIANT

Patty J. White
NOTARY PUBLIC

My Commission Expires: 1-18-82

This is unimproved property, known as _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Patty J. White, a Notary Public in and for said County and State, CHARLES W. HAWKINS, III, TRUSTEE the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of November, 1980.

Patty J. White
NOTARY PUBLIC

My Commission Expires: 1-18-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Patty J. White, a Notary Public of the State and County aforesaid, personally appeared ARTHUR W. FIELDS with whom I am personally acquainted, and who upon his oath acknowledged himself to be the VICE PRESIDENT of METROPOLITAN INDUSTRIAL PARK, INC. a corporation, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the Corporation by himself as such Vice President.

WITNESS my hand and official seal in Nashville, Tennessee, this 3rd day of November, 1980.

Patty J. White
NOTARY PUBLIC

My Commission Expires: 1-18-82

G1.6330

T
IDENTIF. REFERENCE

Nov 6 3 55 PM '80

RUSH

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

RECEIVED OF _____

FOR _____

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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
			146750.00- CO	
			111562.50- MO	
			386.62 CO TX	
			109.60 MO TX	
			.50 PRFEE	
			12.00 WDE 9	
			CHECK 508.72-	
			3028A11/06/00 BAL .0	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G1.6330

IDENTIF. REFERENCE

Nov 6 3 56 PM '80

FELIX Z. WILSON, II
Davidson County

No. 790536