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RUSH

IDENTIF. REFERENCE

APR 10 3 40 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5731 PAGE 617

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 No.
Pine Tree Corporation Post Office Box 120538 Nashville, Tennessee 37212	Pine Tree Corporation Post Office Box 120538 Nashville, Tennessee 37212	107 91

FOR AND IN CONSIDERATION of the sum of SIXTY SEVEN THOUSAND and NO/100 DOLLARS ($67,000.00), of which THIRTEEN THOUSAND and NO/100 DOLLARS ($13,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of FIFTY FOUR THOUSAND and NO/100 DOLLARS ($54,000.00) a Note has been executed by PINE TREE CORPORATION, said Note being of even date herewith providing for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorneys' 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 PINE TREE CORPORATION, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 6B as shown on the Plan of Metropolitan Industrial Park, Phase II, Section Fourteen, as of record in Book 5190, Page 507, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the southeasterly margin of Air Lane Drive, said point being the northwest corner of Metropolitan Industrial Park, Phase II, Section Six, of record in Book 5190, Page 450, said Register's Office, and further described as being 1,550 feet, more or less, southerly of the sourtherly margin of Elm Hill Pike; thence, with the westerly line of said Metropolitan Industrial Park, Section Six, south 40 degrees 27 minutes east, 301.68 feet to the northerly margin of Interstate 40 (Briley Parkway Interchange); thence, with said margin south 47 degrees 35 minutes west, 245.21 feet to the southeast corner of Metropolitan Industrial Park, Phase II, Section Seven, of record in Book 5210, Page 144, said Register's Office; thence, leaving said margin and passing through a Tennessee Valley Authority tower, north 40 degrees 27 minutes west, 309.89 feet to the southeasterly margin of said Air Lane Drive; thence, with a curve to the left 5.46 feet to a point, said curve having a radius of 705.00 feet, a central angle of 00 degrees 26 minutes 37 seconds and a tangent distance of 2.73 feet; thence, continuing with said margin, north 49 degrees 33 minutes east, 227.00 feet; thence, with a curve to the left having a radius of 330.00 feet, a central angle of 2 degrees 11 minutes 21 seconds, a tangent distance of 6.31 feet, along arc of said curve 12.61 feet to the point of beginning.

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 PINE TREE CORPORATION, its successors and assigns forever, METROPOLITAN INDUSTRIAL PARK, INC. 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 (a) restrictions of record in Book 4205, Page 437, Book 4214, Page 851, and in Book 4801, Page 240, said Register's Office, (b) sewer easements of record in Book 5202, Page 243, and in Book 5275, Page 486, said Register's Office, (c) no right of ingress to or egress from subject property to Interstate Highway I-40, which is a controlled access highway, and (d) the Plan of record in Book 5190, Page 507, said Register's Office, shows an owner's certificate, a thirty (30) foot setback line from Air Lane Drive, a ten (10) foot public utility and drainage easement along the easterly and westerly lines, a fifteen (15) foot utility and drainage easement along the rear line, and a Tennessee Valley Authority easement crossing the southeast portion of said lot and a Tennessee Valley Authority tower located on the westerly line. METROPOLITAN INDUSTRIAL PARK, INC.

further covenants and binds its successors and representatives to warrant and forever defend the title to said real estate to said PINE TREE CORPORATION, its successors 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 ($1.00) paid in cash, receipt of which is acknowledged, the said PINE TREE CORPORATION, hereinafter referred to as Trustors, hereby transfers and conveys unto Thomas C. Scott, 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:

Trustors agree 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 for the sum of SIXTY SEVEN THOUSAND and NO/100 DOLLARS ($67,000.00), 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, 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.

Trustors further agree 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 Trustors 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 Trustors 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, Trustors fail 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 Trustors fail 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 holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, 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 Trustors, their 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 "Trustors" when used herein shall apply to parties both singular and plural.

Trustors may not transfer the real estate conveyed herein without the prior consent of the Grantor which shall not be unreasonably withheld.

METROPOLITAN INDUSTRIAL PARK, INC. ("Grantor") and PINE TREE CORPORATION ("Trustors" or "Grantee") agree that in the event Grantee has not commenced construction of improvements on the real estate herein conveyed within six (6) months from the date hereof, Grantor shall have the option to purchase said real estate for SIXTY SEVEN THOUSAND and NO/100 DOLLARS ($67,000.00) or for SEVENTY SEVEN THOUSAND and NO/100 DOLLARS ($77,000.00) if all grading of the real estate has been completed to the satisfaction of Grantor. The purchase price shall be paid by cancellation of the Note secured hereby and the balance in cash.

WITNESS our hands this 6th day of April, 1981, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

METROPOLITAN INDUSTRIAL PARK, INC. PINE TREE CORPORATION

By: Robert C. H. Nelson I
~~Vice~~ President

By: John W. Nelley
John W. Nelley, Jr., Secretary-Treasurer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Sixty Seven Thousand Dollars ($67,000.00).

Subscribed and sworn to before me, this the 6th day of April, 1981.

Thomas C. Dow
AFFIANT

Notary Public
NOTARY PUBLIC

My commission expires: July 24 1984

This is unimproved property known as Lot No. 6B, Section Fourteen, Metropolitan Industrial Park, Phase II, Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5731 PAGE 620

Before me, a Notary Public in and for the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted, who acknowledged himself to be the ~~Vice~~ President of Metropolitan Industrial Park, Inc., a corporation, the within bargainor, and that he as such ~~Vice~~ President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by the said [illegible], as such Vice President.

Witness my hand and official seal this 6th day of April, 1981.

[illegible]
NOTARY PUBLIC

My commission expires: [illegible]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared John W. Nelley, Jr., with whom I am personally acquainted, who acknowledged himself to be the Secretary-Treasurer of Pine Tree Corporation, a corporation, the within bargainor, and that he as such Secretary-Treasurer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by the said John W. Nelley, Jr., as such Secretary-Treasurer.

Witness my hand and official seal this 6th day of April, 1981.

Amelia C. Warren
NOTARY PUBLIC

My commission expires: 10-18-81

04/10 238.70- CHECK

9658

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5731 PAGE 621

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
			67000.00-	CO
			54000.00-	MO
			174.20	CO TX
			52.00	MO TX
			.50	PRFE
			12.00	WDEED
				CHECK 238.70-
			9658A04/10/81	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

APR 10 3 40 PM '81

FELIX Z. WILSON EX. REGISTER
DAVIDSON COUNTY, TENN.

No. 816175