This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
26th Floor
First American Center
Nashville, Tennessee 37238

BOOK 5732 PAGE 350

INSTALLMENT DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel No.
Calligan Properties, a Tennessee general partnership 1006 1/2 Whites Creek Pike Nashville, Tennessee 37207	Calligan Properties, a Tennessee general partnership 1006 1/2 Whites Creek Pike Nashville, Tennessee 37207	93-15 281, 282, 183, 284, 285, 302

FOR AND IN CONSIDERATION of the sum of FIFTY THOUSAND and NO/100 DOLLARS ($50,000.00), of which THIRTY FIVE THOUSAND and NO/100 DOLLARS ($35,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of FIFTEEN THOUSAND and NO/100 DOLLARS ($15,000.00) a Note has been executed by CALLIGAN PROPERTIES, a Tennessee general partnership, 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, R. C. MATHEWS CONTRACTOR, INC. has this day bargained and sold, and does hereby transfer and convey unto the said CALLIGAN PROPERTIES, a Tennessee general partnership, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Lot No. 1 on the Plan of the Calligan Subdivision of record in Book 5190, Page 510, Register's Office for Davidson County, Tennessee, described as follows:

To find the point of beginning for the herein described property, begin at the intersection of the northerly margin of Cameron Street with the easterly margin of Third Avenue, South; thence, northwesterly along the easterly margin of Third Avenue, South, 210.00 feet to an iron pin, said point being the point of beginning for the hereinafter described tract of land; thence, continuing along the easterly margin of Third Avenue, South, north 29 degrees 25 minutes west, 235.00 feet to a point; thence, leaving the easterly margin of Third Avenue, South, north 60 degrees 00 minutes east, 135.00 feet to a point; thence, south 29 degrees 25 minutes east, a distance of 235.00 feet to an iron pin; thence, south 60 degrees 00 minutes west, 135.00 feet to the point of beginning. Said tract of land contains 0.73 acres.

TRACT II:

Land in Davidson County, Tennessee, being the northerly half of Lot No. 11 on the Plan of Isaac Paul's Elysian Grove, as of record in Plat Book 1, Page 134, Chancery Court at Nashville. Said lot being described as follows:

Beginning at the northeast corner of said northerly half of Lot No. 11 on said Plan; thence, in a southerly direction along the westerly margin of Second Avenue, South, south 29 degrees 25 minutes east, 25.00 feet to a point; thence, leaving said westerly margin of Second Avenue, South, south 60 degrees 32 minutes west, 135.00 feet to an alley; thence, along the easterly margin of said alley, north 29 degrees 25 minutes west, 25.00 feet to a point; thence, leaving the easterly margin of said alley, north 60 degrees 32 minutes east, 135.00 feet to the point of beginning. Said tract of land containing 0.08 acres.

Being the same property conveyed to R. C. Mathews, Contractor, Inc. by deed from Robert C. Mathews, Jr. and William R. Manier, as of record in Book 4534, Page 169, said Register's Office.

04/14 158.50 CHECK

9993

Said tracts of land are described according to a survey dated March 26, 1981, entitled "Boundary Survey, Third Avenue, South, Nashville, Tennessee," prepared by A & A Engineers, Inc.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CALLIGAN PROPERTIES, a Tennessee general partnership, its successors and assigns forever, R. C. MATHEWS CONTRACTOR, 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. R. C. MATHEWS CONTRACTOR, INC. further covenants and binds its successors and representatives, to warrant and forever defend the title to said real estate to said CALLIGAN PROPERTIES, a Tennessee general partnership, 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 CALLIGAN PROPERTIES, a Tennessee general partnership, 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 FIFTEEN THOUSAND and NO/100 DOLLARS ($15,000.00), 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 permissible in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. Provided however, Trustors shall not be required to pay any taxes, assessments or liens upon the property if Trustors are contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustors have exhausted all legal or administrative remedies, Trustors shall pay such taxes, assessments or liens.

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 (30) 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.

WITNESS our hands this 1st 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.

R. C. MATHEWS CONTRACTOR, INC.

By: _____
Vice President

CALLIGAN PROPERTIES,
a Tennessee general partnership

By: _____
KATHLEEN CALLIGAN, Partner

By: _____
R. COLE CALLIGAN, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Fifty Thousand and NO/00 ($50,000.00).

Subscribed and sworn to before me, this the 1st day of April, 1981.

Norman L. Adams
AFFIANT

Juanita D. Hickman
NOTARY PUBLIC

My commission expires: July 21, 1984

This is property known as 1000 Third Avenue, South, 1002 Third Avenue, South, 1004 Third Avenue, South, 1006 Third Avenue, South, 1008 Third Avenue, South, 1027 Second Avenue, South, Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, who acknowledged himself to be the Vice President of R. C. Mathews Contractor, Inc., 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 _____, as such Vice President.

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

_____
NOTARY PUBLIC

My commission expires: July 21, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Kathleen Calligan, with whom I am personally acquainted, who acknowledged herself to be the partner of Calligan Properties, a Tennessee general partnership, the within bargainor, and acknowledged that she, as such partner, executed the within instrument for the purposes therein contained.

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

_____
NOTARY PUBLIC

My commission expires: July 21, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared R. Cole Calligan, with whom I am personally acquainted, who acknowledged himself to be the partner of Calligan Properties, a Tennessee general partnership, the within bargainor, and acknowledged that he, as such partner, executed the within instrument for the purposes therein contained.

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

_____
NOTARY PUBLIC

My commission expires: July 21, 1984

G.3.7.2.2.6

IDENTIF. REFERENCE

APR 14 9 00 AM '81

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5732 PAGE 355

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
			50000.00- CO	
			15000.00- MO	
			130.00 CO TX	
			13.00 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 153.50-	
9993A04/14/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.3.7-226

T
IDENTIF. REFERENCE

APR 14 9 00 AM '81

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

No. 816495