THIS INSTRUMENT PREPARED BY:
HARLAN DODSON, ESQUIRE
900 Nashville City Bank Bldg.
P.O.Box 2524
Nashville, Tennessee 37219

BOOK 5879 PAGE 504

INSTALLMENT DEED

NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NO.
CAMBRIDGE PROPERTIES		
c/o Howell & Warner	SAME	Map 131-2
2700 12th Avenue South		Par. 95
Nashville, TN 37204		

FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty Thousand and No/100 ($350,000.00) Dollars, of which One Hundred Thousand and No/100 ($100,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, DUDLEY WARNER, II, and ROBERT J. HOWELL, (hereinafter referred to as "Purchaser") have executed their promissory note dated April 29, 1982, in the face amount of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, bearing interest at Twelve (12%) percent per annum, which note shall amortize principal and interest over twenty (20) years, at $2,752.72 per month, with a balloon principal payment of the balance then due on May 31, 1987, said monthly payments commencing on June 1, 1982, and a like sum due on the same date of each month thereafter (February payment due February 28, except leap year) until May 31, 1987, with right of prepayment, in whole or in part, without penalty. In the event of prepayments in increments of Ten Thousand and No/100 ($10,000.00) Dollars, monthly amortization payments shall be recomputed based on the then remaining unpaid balance, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, THE PROFESSIONAL BUILDING, INC., a Tennessee corporation, (hereinafter referred to as "Seller") has this day bargained and sold, and does hereby transfer and convey unto the said Purchaser, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being the easterly or rear 100 feet of Lot No. 69 and the northerly 50 feet of the easterly 100 feet or rear part of Lot No. 70 on the Map of Colonial Heights, of record in Book 1130, Page 102, Register's Office for said County.
>
> Said parts of said lots front 100 feet on the south side of Warfield Drive and run back between parallel lines along the west margin of an alley, 125 feet to a dead line.
>
> Being the same property conveyed to The Professional Building, Inc. by deed from John Charles Wheeler and wife, Elizabeth N. Wheeler, of record in Book 3000, Page 491, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

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

Dudley Warner II
AFFIANT

Subscribed and sworn to before me, this the 29th day of April, 1982.

A. K. Johnson Jr.
NOTARY PUBLIC

My Commission Expires:
10-15-83

This is improved property, known as 2000-2001 Warfield Drive, Nashville, Tennessee, 37215.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Purchaser, their successors and assigns forever. Seller 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 leases and ad valorem taxes for 1982 which have been prorated and assumed by Purchaser and Plan of record. Seller further covenants and binds itself, successors and assigns, to warrant and forever defend the title to said real estate to said Purchaser, 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; 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 Purchaser hereinafter referred to as Trustors, hereby transfers and conveys unto HARLAN DODSON, 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 in some reliable fire insurance company, or companies, for the sum of $250,000.00, 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.

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 poosession 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other 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 and the note is accelerated, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or 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 if such default is not cured within ten (10) days of the mailing of written notice of such default addressed to Purchaser at 2000 Warfield Drive, Nashville, Tennessee, 37215, 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 on this the 29th day of APRIL, 1982, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

THE PROFESSIONAL BUILDING, INC.

BY: _____
President

_____
DUDLEY WARNER, II

_____
ROBERT J. HOWELL

"SELLER" "PURCHASER"

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Before me, A. H. Johnson, Jr. a Notary Public of the State and County aforesaid, personally appeared John Charles Wheeler, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of THE PROFESSIONAL BUILDING, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, on this the 29th day of April, 1982.

_____
NOTARY PUBLIC

My Commission Expires:
10-15-83

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, A. H. Johnson, Jr., a Notary Public in and for said County and State, DUDLEY WARNER, II and ROBERT J. HOWELL, the within named bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 29th day of April, 1982.

_____
NOTARY PUBLIC

My Commission Expires:
10-15-83

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IDENTIFICATION REFERENCE

APR 30 1 20 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5879 PAGE 508

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
			350000.00- CO	
			250000.00- MO	
			910.00 CO TX	
			248.00 MO TX	
			.50 PRFEE	
			12.00' WDEED	
			CHECK 1170.50-	
			477BA04/30/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G-89 395
Undertf Rel.
Apr. 30 1:28 pm '82
Felix Z. Wilson II
Reg.
Davidson Co. TN

No. 878809