This instrument prepared by:
Carter Andrews
Tune, Entrekin & White
26th Floor, First American Center
Nashville, Tennessee 37238

BOOK 5892 PAGE 28

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Hillwood Land Company c/o Jerold Hamza 58 Jay Street Rochester, New York 14608	SAME	102-8-57

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED SEVENTY THOUSAND and NO/100 DOLLARS ($870,000.00), of which TWO HUNDRED SEVENTY THOUSAND and NO/100 DOLLARS ($270,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of SIX HUNDRED THOUSAND and NO/100 DOLLARS ($600,000.00), an Installment Deed Note in the amount of SIX HUNDRED THOUSAND 00/100 DOLLARS ($600,000.00) ("the Note" or the "Secured Indebtedness") has been executed by the said HILLWOOD LAND COMPANY, a partnership composed of ABRAHAM HAMZA, JEROLD HAMZA, and SYDNEY BANKS, said Note being of even date herewith, providing for monthly installments of principal and interest with the last installment due May 20, 1987, 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, AMDEV PARTNERSHIP, and RAY HOWE, ROY CAIRNS and KERRY HOWE, individually, have this day bargained and sold and do hereto transfer and convey, unto HILLWOOD LAND COMPANY, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEING a certain tract of land located in the First Civil District of Davidson County, Tennessee, being Lots numbers 2 and 3 on the Plan of the Re-subdivision of the Reserved Parcel of the R. Wayne Oldham Property, a plat of which is of record in Book 5190, page 67, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by Turner Engineering Company, Inc., dated January 27, 1978, (file number 1040) as follows:

BEGINNING at a concrete monument in the easterly right-of-way of Hillwood Boulevard (an 80-foot right-of-way) and proceeding as follows: With said right-of-way north 33 degrees 02' west a distance of 139.21' to a concrete monument; thence, continuing with said right-of-way and a curve to the left having a radius of 940.0' a distance of 11.04' to an iron pin in concrete; thence leaving said right-of-way and with the southerly line of the R. Wayne Oldham Subdivision of record in Book 4955, page 93, Register's Office for Davidson County, north 41 degrees 25' East a distance of 226.73 feet to an iron pin in concrete in the westerly right-of-way of a 20 foot unimproved alley; thence with said right-of-way, South 33 degrees 07' East, a distance of 199.83 feet to an iron pin in the common rear corners of Lots numbers 1 and 2; thence with the line between said two Lots, South 54 degrees 02 feet West, a distance of 218.98 feet to the point of beginning.

BEING the same real property conveyed to AMDEV, as nominee for the AMDEV Hillwood Shopping Center, a joint venture, by deeds from R. Wayne Oldham, also known as Wayne Oldham, d/b/a WOMCO, of record in Book 5453, page 126, and by deed from Irving

Barry Rosenblum and wife, Brenda W. Rosenblum, individually and d/b/a B&B Properties, of record in Book 5453, Page 130, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

(1) Taxes for 1982, which will be pro-rated and assumed by HILLWOOD LAND COMPANY.

(2) The Plan of record in Book 5190, page 67, Register's Office of Davidson County, Tennessee, shows an Owner's Certificate, a 15-foot minimum building setback line from Hillwood Boulevard, a 20-foot minimum building setback line from an unimproved alley to the northeast, a 12.5 foot public utility and drainage easement along the northwest line, a public utility and drainage easement across the northwest corner and a sewer line across the northwest corner.

(3) Sewer Easement of record in Book 4337, page 144, Register's Office of Davidson County, Tennessee.

(4) Restrictive covenants contained in an instrument of record in Book 5150, page 972, Register's Office of Davidson County, Tennessee, as amended in Book 5224, page 459, said Register's office, as amended in Book 5453, page 120, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said HILLWOOD LAND COMPANY, its heirs, successors and assigns forever. AMDEV PARTNERSHIP 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 as shown above. AMDEV PARTNERSHIP, and RAY HOWE, ROY CAIRNS, and KERRY HOWE, individually, further covenant and binds their successors and assigns to warrant and forever defend the title to said real estate unto the said HILLWOOD LAND COMPANY, its heirs, 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 HILLWOOD LAND COMPANY, hereinafter referred to as Trustor, hereby transfers and conveys unto Carter Andrews, 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:

Effective June 15, 1982, 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 for the sum of EIGHT HUNDRED THOUSAND and NO/100 DOLLARS ($800,000.00), 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 its interest may appear. Upon request Trustor 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 its 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 permissible in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. Provided however, Trustor shall not be required to pay any taxes, assessments or liens upon the property if Trustor is contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustor has exhausted all legal or administrative remedies, Trustor shall pay such taxes, assessments or liens.

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, pay any and all sums when due as aforesaid, and timely perform the covenants of this agreement, 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, or 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 to perform Trustor's covenants in the event of Trustor's default, within thirty (30) days from date of such payment, or Trustor fails to timely perform the covenants of this agreement, 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 its 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 courthouse 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 its 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 20th day of May, 1982.

HILLWOOD LAND COMPANY, BY:

ABRAHAM HAMZA, Partner
By: Sydney Banks, Attorney-in-Fact

JEROLD HAMZA, Partner
By: Sydney Banks, Attorney-in-Fact

SYDNEY BANKS, Partner

AMDEV PARTNERSHIP
BY:

K.T.H. INVESTMENTS, INC.

RAY F. HOWE, individually

By: RAY F. HOWE, Secretary-Treasurer

CHARLESWAY CORPORATION, INC.

ROY CAIRNS, individually

By: ROY CAIRNS, President

TONPEC INVESTMENTS, INC.

KERRY HOWE, individually,
By: Ray F. Howe, Attorney-in-Fact

By: RAY F. HOWE, President

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $870,000.00.

AFFIANT

Sworn to and subscribed before me on this
20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct. 15 1983.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared RAY F. HOWE, Secretary-Treasurer of K.T.H. Investments, Inc., and President of Tonpec Investments, Inc., the within named bargainors, corporations, and that he as such President and such Secretary-Treasurer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporations by himself as President and Secretary-Treasurer.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct 16, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ROY CAIRNS, President of Charlesway Corporation, Inc., the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct 15, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared RAY HOWE, individually, and as attorney-in-fact for KERRY HOWE, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct 15, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ROY CAIRNS, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct. 15, 1983

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared SYDNEY BANKS, with whom I am personally acquainted, and who upon oath, acknowledged himself to be a Partner of HILLWOOD LAND COMPANY, the attorney-in-fact for JEROLD HAMZA and ABRAHAM HAMZA, Partners of HILLWOOD LAND COMPANY, and that he as such Partner and as attorney-in-fact, executed the foregoing instrument for the purpose therein contained, by signing his name as partner and as attorney-in-fact for the said Jerold Hamza and Abraham Hamza.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of May, 1982.

NOTARY PUBLIC

My commission expires: Oct. 15, 1983

G.9347.8

T IDENTIF. REFERENCE

MAY 28 3 24 PM '82

FELIX Z. HUDDLESTON II REGISTER
DAVIDSON COUNTY, TN

RUSH

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

RECEIVED OF _____

FOR _____

BOOK 5892 PAGE 34

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
			670000.00-	CO
			600000.00-	MO
			2262.00	CO TX
			598.00	MO TX
			.50	PRFEE
			18.00	WDEED
			CHECK	2878.50-
			9507A05/28/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 3 4 7 8

IDENTIF. REFERENCE

MAY 28 3 24 PM '82

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 883758