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

BOOK 5929 PAGE 221

Total indebtedness under any contingency is $ 100,000.00 .

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Nashville Warehouse Investors III, Ltd. Post Office Box 120538 Nashville, Tennessee 37212	Nashville Warehouse Investors III, Ltd. Post Office Box 120538 Nashville, Tennessee 37212	Map 107 Parcel 2

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SEVENTY FIVE THOUSAND and NO/100 DOLLARS ($175,000.00), of which SEVENTY FIVE THOUSAND and NO/100 DOLLARS ($75,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED THOUSAND and NO/100 DOLLARS ($100,000.00), an Installment Deed Note of even date herewith, with interest at the rate of thirteen percent (13%) with the final payment thereunder being due August 1, 1985 (the "Note" or the "secured indebtedness") and 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 NASHVILLE WAREHOUSE INVESTORS III, LTD., a Tennessee limited partnership, its representatives, successors 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, located on the northerly side of Air Lane Drive, being Lot No. 13 shown on the Metropolitan Industrial Park, Phase II, Section Eighteen, of record in Book 5190, Page 644, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the northerly margin of Air Lane Drive, the southeast corner of the herein described tract and the southwest corner to Metropolitan Industrial Park, Phase II, Section Four, of record in Book 5190, Page 169, said Register's Office, and further described as being 1,615.00 ± feet southerly from Elm Hill Pike; thence with said margin of Air Lane Drive, south 49 degrees 33 minutes west, 96.84 feet; thence, with a curve to the right 296.60 feet, said curve having a radius of 645.00 feet, a central angle of 26 degrees 20 minutes 49 seconds and a tangent distance of 150.97 feet; thence, leaving said Air Lane Drive with the easterly line to Metropolitan Industrial Park, Phase II, Section Seventeen, of record in Book 5210, Page 397, said Register's Office, north 34 degrees 01 minute west, 658.99 feet to the southerly line of Metropolitan Industrial Park, Section 48, of record in Book 4460, Page 103, said Register's Office; thence, with said line south 87 degrees 17 minutes east, 364.97 feet to the southwest corner to Metropolitan Industrial Park, Phase II, Section Ten, of record in Book 5190, Page 379, said Register's Office; thence, with the southerly line to the heretofore mentioned subdivision, north 88 degrees 26 minutes east, 212.03 feet to the northwest corner to Metropolitan Industrial Park, Phase II, Section Four; thence, with the westerly line to the heretofore mentioned subdivision, south 20 degrees 40 minutes east, 360.63 feet to the point of beginning, containing 5.24 acres, more or less.

Being part of the same property conveyed to Metropolitan Industrial Park, Inc. by deed from Robert J. Baltz, general partner and duly authorized representative of East Park, a joint venture, of record in Book 5039, Page 229, said Register's Office.

This is unimproved property known as Lot 13, Metropolitan Industrial Park, Phase II, Section Eighteen, Nashville, Tennessee.

This conveyance is subject to:

1. 1982 taxes which have been prorated between the parties and are assumed by the Grantee.

2. Restrictions of record in Book 4205, Page 432, Book 4214, Page 851, and Book 4801, Page 240, Register's Office for Davidson County, Tennessee, which the Grantor expressly makes this conveyance subject to although said restrictions may not by their terms actually cover the land conveyed hereby.

3. A 10-foot public utility and drainage easement along the westerly, northerly and easterly boundaries, as shown on unrecorded plan, and a 30-foot building setback line from Air Lane Drive.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said NASHVILLE WAREHOUSE INVESTORS III, LTD., 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 as shown above. METROPOLITAN INDUSTRIAL PARK, INC. further covenants and binds its successors and assigns to warrant and forever defend the title to said real estate unto the said NASHVILLE WAREHOUSE INVESTORS III, LTD., 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 NASHVILLE WAREHOUSE INVESTORS III, LTD., hereinafter referred to as Trustor, 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:

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 ~~ONE HUNDRED SEVENTY FIVE THOUSAND and NO/100 DOLLARS ($175,000.00)~~, 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 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 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 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 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.

In the event the Trustor conveys all or any portion of the property or any interest therein, the indebtedness secured hereby shall immediately become due and payable at the option of the holder of said indebtedness.

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

WITNESS our hands this 25th day of August, 1982.

NASHVILLE WAREHOUSE INVESTORS III, LTD.

METROPOLITAN INDUSTRIAL PARK, INC.

By: _____
Robert C. H. Mathews, Jr., President

BY: NASHVILLE WAREHOUSE INVESTORS, General Partner

By: _____
John W. Nelley, Jr., Partner

By: _____
Albert W. Buckley, Jr., Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is One Hundred Seventy Five Thousand and No/100 Dollars ($175,000.00).

Subscribed and sworn to before me, this the 25th day of August, 1982.

John W Nelley Jr
AFFIANT

Juanita V. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. H. Mathews, Jr., with whom I am personally acquainted, who acknowledged himself to be the President of METROPOLITAN INDUSTRIAL PARK, INC., the within bargainor, and who acknowledged that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at Nashville, Tennessee, this 25th day of August, 1982.

Juanita V Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John W. Nelley, Jr. and Albert W. Buckley, Jr., with whom I am personally acquainted, who acknowledged themselves to be the partners of NASHVILLE WAREHOUSE INVESTORS, a partnership, the general partner of NASHVILLE WAREHOUSE INVESTORS III, LTD., a partnership, the within bargainor, and who acknowledged that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as such partners.

Witness my hand and official seal at Nashville, Tennesseee, this 25th day of August, 1982.

Juanita V. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

RUSH

FELIX A. WILSON, JR. REGISTER
DAVIDSON COUNTY, TN
Aug 25 3 13 PM '82
IDENTIF. REFERENCE
H 0 5 7 9 0
08/25 565.30- CHECK
5468

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

RECEIVED OF _____

FOR _____ BOOK 5929 PAGE 225

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
			175000.00- CO	
			100000.00- MO	
			455.00 CO TX	
			98.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 565.50-	
			546808/25/82 PAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 5 7 9 0

T
IDENTIF. REFERENCE

AUG 25 3 13 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 898757