THIS INSTRUMENT PREPARED BY:
GRACEY, MADDIN, COWAN & BIRD
Attorneys at Law
300 James Robertson Parkway
Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 5959 PAGE 6

FROM: Holly Robnett Caldwell, Executrix of the Estate of Dora Staggs Marsh ("GRANTOR")

TO: Dudley Street Properties, a Limited Partnership
Bryan Stanley, General Partner
P. O. Box 100363
Nashville, Tennessee 37210 ("GRANTEE")

TO: Malcolm L. McCune, Trustee
Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201 ("TRUSTEE")

PROPERTY LOCATION:
3101 Dudley Avenue
Nashville, Tennessee 37212

MAP AND PARCEL NO: 104-6-279

SEND TAX BILLS TO:
Dudley Street Properties,
a Limited Partnership
P. O. Box 100363
Nashville, Tennessee 37210

FOR AND IN CONSIDERATION of the sum of Forty-Five Thousand ($45,000.00) Dollars, of which Ten Thousand ($10,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged by Holly Robnett Caldwell, Executrix of the Estate of Dora Staggs Marsh, and for the remainder of Thirty-Five Thousand Dollars ($35,000.00), Dudley Street Properties, a Limited Partnership, has executed its promissory note of even date herewith payable to the order of Holly Robnett Caldwell, Executrix of the Estate of Dora Staggs Marsh, which principal and interest is payable as follows:

> Quarter-annual installments of principal and interest at the rate of 12 1/2% per annum in the amount of One Thousand, One Hundred Ninety-Two and 98/100 Dollars ($1,192.98), beginning February 1, 1983, and continuing on the same day of each succeeding May, August, November, and February, until paid in full.
>
> Specific reference is here made to said note for all terms, conditions and provisions.

The note provides for payment of attorneys fees and costs of collection on default. To secure the payment of said indebtedness, principal, interest, late payment penalties, and attorneys fees, a lien is expressly retained on the land herein conveyed.

Holly Robnett Caldwell, Executrix of the Estate of Dora Staggs Marsh, has this day bargained and sold and does hereby transfer and convey to Dudley Street Properties, a Limited Partnership, its successors and assigns, certain real property in Davidson County, Tennessee, as follows:

A certain house and lot in Davidson County, Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being the northeasterly 55 feet of Lot No. 81 in the Bransford Realty Company's West End Avenue Place, a plan of which is of record in Book 332, Page 15, of the Register's Office for said County.

Said part of said Lot No. 81 fronts 55 feet on the southeast side of Dudley Avenue and extends back, between parallel lines, and with the western margin of 31st Avenue South, 135 feet, more or less, to an alley.

BEING the same property conveyed to Dora Marsh, a widow, by deed from Jack W. Robinson and Calvin Lehew, co-partners doing business under the partnership name of Robinhew Co., of record in Book 4735, Page 153, Register's Office for Davidson County, Tennessee. The said Dora Marsh having since died.

And being the same property vested in Holly Robnett Caldwell, Executrix, under the will of Dora Staggs Marsh, deceased, of record in Will Book 127, Page 594, Probate Court Clerk's Office for Davidson County, Tennessee, and by Order of the Probate Court, No. 65863, of record in Minute Book 260, Page 321, Register's Office for Davidson County, Tennessee.

This is improved property known as 3101 Dudley Avenue, Nashville, Tennessee 37212.

TO HAVE AND TO HOLD said real estate, with the appurtances, estate, title and interest thereunto belonging, to the said Dudley Street Properties, a Limited Partnership, its successors and assigns. Holly Robnett Caldwell, Executrix of the Estate of Dora Staggs Marsh, covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and the same is unencumbered except for real property taxes for the year 1982, which have been prorated between the parties as of this date and arrangements for payment made.

GRANTOR does further covenant and bind herself in her capacity as Executrix of said decedent's estate, her successors and assigns to warrant and forever defend the title to the said real property to Dudley Street Properties, a Limited Partnership, its successors and assigns, against the lawful claims of all persons made by or through her as Executrix.

TRUST PROVISIONS

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 all installments thereof as they mature and the performance of all covenants herein provided, and for the consideration of One Dollar paid in cash, the receipt of which is acknowledged, Dudley Street Properties, a Limited Partnership, (GRANTEE) hereby transfers and conveys unto Malcolm L. McCune, Trustee, his successors and assigns, the said real estate in Davidson County, Tennessee hereinbefore described, with the appurtenances, estate, title and interest thereunto belonging upon the following uses and trusts:

1. Payment of Debt. GRANTEE shall promptly pay the indebtedness secured hereby and comply fully with the terms of said promissory note and this Installment Deed.

2. Payment of Taxes and Assessments. GRANTEE shall pay all taxes and assessments of any kind that have been or may be

hereafter levied or assessed against the property, the said note, or upon the interest of TRUSTEE and GRANTOR in the property, when due and before delinquent. GRANTEE shall procure and deliver to GRANTOR the official receipt of the collecting official showing timely payment of all such taxes and assessments. GRANTEE will not be required to pay such taxes or special assessments if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and further, that arrangements satisfactory to GRANTOR have been made to secure payment upon the exhaustion of remedies and relief sought.

3. Other Liens. GRANTEE shall keep the property free from all liens of any kind which may in any way impair the security of this instrument, including, but not limited to, liens for labor performed and materials furnished, levies, charges, fines and taxes by any governmental authority, and all charges made by utility companies for utilities and services to the premises.

4. Insurance. GRANTEE shall keep the improvements now existing or hereafter erected on the premises insured against losses and damages covered by a standard fire insurance company with extended coverages including vandalism and malicious mischief in the amount equal to the insurable value of the property. All insurance shall be underwritten by reputable insurance companies in good standing, licensed and qualified to do business in the State of Tennessee. GRANTEE shall deliver certified copies of said policies of insurance to GRANTOR, and all such insurance shall contain a standard mortgage endorsement extending the benefit of all coverages to GRANTOR with proceeds for losses payable to GRANTEE and GRANTOR as their interest may appear. All such insurance shall be renewed and evidence thereof furnished to GRANTOR at least twenty (20) days prior to expiration, and in all instances, all policies shall stipulate reasonable notice to GRANTOR before cancellation.

5. Related Documents. The lien of this Installment Deed is to secure the payments due under that certain Installment Deed Note executed by GRANTEE, payable to the order of GRANTOR, of even date herewith and more particularly described hereinabove, and which note shall be a related document to which specific reference is here made and any default or omission in the terms and provisions of said Note shall constitute a default under this instrument.

6. Maintenance of Premises. GRANTEE shall operate and maintain the premises in good condition and repair and will not commit or permit any waste thereon, reasonable wear and tear excepted; and shall comply with all laws, ordinances, rules and regulations by any governmental authority affecting the said premises and the uses thereon.

Further, GRANTEE shall operate and maintain the premises so as not to vitiate or impair the insurance coverages on the improvements.

7. Condemnation. GRANTEE shall promptly notify GRANTOR of the institution of any proceedings of any nature under the rights of eminent domain affecting the premises secured hereby, or any part thereof, and any condemnation monies awarded GRANTEE or received as a result of such proceedings are hereby assigned and shall be paid to GRANTOR to be applied toward the balance of sums secured by this instrument. GRANTOR shall have a lien on any money, judgment or award given or made to or in favor of a GRANTEE as a result of any such condemnation proceedings, whether the same may be the subject of court proceedings or not.

A waiver by GRANTOR of any of her rights hereunder, whether allowing the GRANTEE to use a portion of the proceeds for

restoration or modification of the premises as may be required as a result of such proceedings or otherwise, shall not be construed as a waiver of any right or interest of beneficiary in a subsequent proceeding.

If GRANTOR or TRUSTEE be made a party to such proceedings, TRUSTEE and GRANTOR shall have the right to defend the same in the same manner as the GRANTEE, and all expenses reasonably incurred in connection therewith shall be an additional lien on the premises and shall be secured by this Installment Deed.

8. Bankruptcy or Insolvency. If proceedings be instituted by or against GRANTEE under any bankruptcy or insolvency law, or any other law for the benefit of creditors, or should title or possession of the said premises pass to any receiver, trustee, or assignee for the benefit of creditors, the entire indebtedness secured hereby shall, without notice, become immediately due and payable at the option of the GRANTOR.

9. Priority of Lien. It is understood and agreed that the lien of this Installment Deed shall have priority at all times over any and all mechanics', furnishers' and materialmen's liens, and GRANTOR or the holder of the note secured hereby, do not consent to any contract for labor or materials within the applicable provisions of Tennessee Code Annotated relating to such liens. No contract for labor or materials shall be let by GRANTEE except with the expressed stipulation that the mechanics' and materialmen's liens shall at all times be subordinated to the lien of this Installment Deed.

10. Granting of Easements, etc. GRANTEE shall not grant any easements, party wall rights, additional rights of ingress and egress in, to or upon the premises without the prior approval of GRANTOR, which approval will not be unreasonably or arbitrarily withheld.

11. Additional Documents. GRANTEE agrees that it will not unreasonably withhold its consent to modification of this Installment Deed or the execution of additional documents as may be reasonably requested from time to time by GRANTOR.

12. Due on Sale. GRANTEE shall not convey nor enter into any contract to convey title to all or any part of the real property without the prior written consent of GRANTOR. A conveyance or a contract to convey without the prior written consent of GRANTOR shall constitute a default under the terms of this Installment Deed entitling GRANTOR to declare the entire indebtedness immediately due and payable at GRANTOR'S option.

13. Right to Inspect Premises. GRANTEE agrees that GRANTOR, her attorneys and representatives, shall have the continuing right during the terms of this trust, during regular business hours, to enter upon and inspect the premises, which right of inspection shall not be used unreasonably.

14. Right of GRANTOR To Cure Defaults. In the event of any default hereunder, in addition to all other rights and remedies available to GRANTOR, GRANTOR may, but is not obligated to, make any payments or perform any acts herein required of GRANTOR in any form and manner deemed expedient and may, but is not required, to make full or partial payment of any taxes, liens, assessments, insurance premiums, fees and permits, lease payments and obligations of any other kind or nature not timely performed by GRANTEE. All such monies paid for any of the purposes herein authorized, and all expenses paid or accrued in connection therewith, including

reasonable attorneys fees, and all other monies advanced by GRANTOR to protect the premises and the security of the lien of this Installment Deed, shall be additional indebtedness secured hereby, and such amounts shall become immediately due and payable without notice and will bear interest at the highest legal rate allowable under the laws of the State of Tennessee. Inaction by GRANTOR to cure any default or make any such payments shall not in any instance be considered a waiver of any right accruing to her on account of any default on the part of the GRANTEE.

15. Applicable Law. This agreement has been delivered in the State of Tennessee and shall in all parts and for all purposes be construed according to the laws of the State of Tennessee.

16. Performance by GRANTEE. If GRANTEE shall well and truly perform all of the terms, conditions and provisions of this Installment Deed and the related documents, and shall pay the note secured hereby and interest according to its terms, and pay any and all other sums becoming the obligation of GRANTEE under this and the related documents, then this conveyance shall be released upon the satsifactory performance and payment of the indebtedness at the cost and upon the request of GRANTEE.

17. Default. If, however, there shall be a default under this Installment Deed or under the Installment Deed Note secured hereby, and such defaults are not timely cured, all sums owing by GRANTEE to GRANTOR under this Installment Deed and the note secured hereby, shall immediately, without further notice to GRANTEE, become due and payable at the option of GRANTOR, and the TRUSTEE is hereby empowered and authorized upon advertising for twenty (20) days by three (3) weekly notices in a newspaper published in Davidson County, Tennessee, or otherwise as provided by law, sell the property at public outcry at the time, place and upon terms so noticed to the highest and best bidder and in bar of all equities of redemption, homestead, dower, courtesy, and all other exemptions of every kind, all of which are hereby expressly waived by GRANTEE. Any person, including GRANTOR, her assigns and distributees, may purchase at such sale.

Upon default, TRUSTEE shall be entitled to occupy the premises and have possession of the property and any rights of occupancy and continued possession by GRANTEE shall be at the sufferance of TRUSTEE, and upon assertion by TRUSTEE of his right of possession, GRANTEE shall peaceably surrender same. TRUSTEE may, at any time after default, enter and take possession of the property, but in the event TRUSTEE fails to do so, the purchaser at the TRUSTEE'S sale shall be entitled to immediate possession of the premises and of the property upon the delivery of TRUSTEE'S deed to purchaser.

18. Redemption. GRANTEE does hereby expressly waive and relinquish all rights and benefits under any statute or law now or hereafter in force providing for the redemption of land sold under deeds of trust, security agreements, and mortgages.

19. Duties of TRUSTEE. Upon taking possession of the premises and property, TRUSTEE shall be obligated only to account for the net rents, proceeds, and accounts actually received by him.

The proceeds of any sale shall be applied to the TRUSTEE as follows:

(a) to the payment of all costs, charges, and expenses of executing this trust and enforcing the lien as herein provided, including reason-

able attorneys fees for advice in the premises;

(b) the cost of instituting or defending any litigation which may arise on account of the execution of powers and duties under this conveyance;

(c) the cost of insurance and all other expenses and charges reasonably incident and necessary for the protection and preservation of the property;

(d) cost of effecting the sale and reasonable compensation to the TRUSTEE;

(e) to the payment of all taxes, liens, and charges which may be unpaid upon the premises;

(f) to the payment of the indebtedness secured hereby including all accrued interest thereon and any additional sums owing to the GRANTOR pursuant to this Installment Deed and related documents;

(g) the residue, if any, shall be paid to GRANTEE, its successors or assigns.

20. Substitute TRUSTEE. The death, disability or failure to act by the TRUSTEE shall in no way limit or adversely affect the rights and interest of GRANTOR under the terms of this Installment Deed. The GRANTOR, her assigns, distributees or the holders of the Installment Deed Note secured hereby, or any of them having a majority in interest therein, may at any time and without notice to GRANTEE or TRUSTEE, replace the TRUSTEE named herein and appoint his successor by an instrument in writing recorded in the Register's Office for Davidson County, Tennessee. The appointment of the substitute TRUSTEE shall be effective upon recording in the Register's Office and such shall, unless specifically limited therein, confer upon the TRUSTEE so named, all of the rights, titles and powers granted herein and shall be subject to all of the same obligations and duties as if he were the original TRUSTEE.

21. Waiver of Bond. All parties in interest hereby waive the necessity of the TRUSTEE making oath, filing inventory, or giving bond as security for the execution of this trust.

22. Severability of Provisions. It is agreed that all paragraphs and provisions of this Installment Deed are severable and that if any part hereof shall be deemed illegal or unenforceable, such shall not affect or diminish all of the terms, provisions and agreements herein.

IN WITNESS WHEREOF the parties to this instrument have caused their names to be signed hereto, on this 1st day of November 1982.

Holly Robnett Caldwell, Executrix

HOLLY Robnett CALDWELL, Executrix ((GRANTOR)
of the Estate of Dora Staggs Marsh

DUDLEY STREET PROPERTIES,
a Limited Partnership

Bryan Stanley

BRYAN STANLEY, GENERAL PARTNER (GRANTEE)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ruth Anne Caruthers, a Notary Public of the State and County aforesaid, HOLLY ROBNETT CALDWELL, Executrix of the Estate of DORA STAGGS MARSH, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st. day of November, 1982.

Ruth Anne Caruthers
NOTARY PUBLIC

My Commission Expires: 7-17-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ruth Anne Caruthers, a Notary Public of the State and County aforesaid, personally appeared BRYAN STANLEY, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the General Partner of Dudley Street Properties, the within named bargainor, a Limited Partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd. day of November, 1982.

Ruth Anne Caruthers
NOTARY PUBLIC

My Commission Expires: 7-17-83

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 45,000.00.

Bryant Stanley, Gen. Partner
Affiant

Subscribed and sworn to before me, this the 2nd day of November, 1982.

Ruth Anne Caruthers
Notary Public

My Commission Expires: 7-17-83

(Affix Seal)

RUSH

IDENTIF. REFERENCE

NOV 2 | 54 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 15453

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

RECEIVED OF _____

FOR _____

BOOK 5959 PAGE 14

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
			4500.00-	CO
			3500.00-	MO
			1170.20	CO TX
	VD		1170.20-	CO TX
			117.00	CO TX
			39.00	MO TX

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CHECK 174.60-
756|A11/02/82 BAL .00

H 15453

IDENTIF. REFERENCE

Nov 2 1 54 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 908132