Prepared by: William T. Bozeman, Atty., 544-4th Avenue, North, Nashville, Tennessee 37219

Installment Deed

Bk 33

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Downtown Business Centers,Ltd	Same	93-15
(NAME): 211 Printers Alley Bldg.	(NAME):	Par 60 Jo
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37201	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 6080 PAGE 77

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THOUSAND AND NO/100 ($200,000.00) ---------- *Dollars,*

of which ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ($125,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTY FIVE THOUSAND AND NO/100 ($75,000.00) ---------- *Dollars,*

DOWNTOWN BUSINESS CENTERS, LTD., A TENNESSEE LIMITED PARTNERSHIP, hereinafter referred to as Grantee ha.S *executed* its one promissory note of even date herewith for $75,000.00, payable to RUSSELL W. BROTHERS, SR. at NINE HUNDRED NINETY ONE & 14/100 ($991.14) DOLLARS per month. Said payments begin on the 15th day of July, 1983, and all subsequent payments are due on the 15th day of each month thereafter for a period of 120 months or ten years. Payments include interest payable at TEN PER CENT PER ANNUM (10%) to be applied first to payment of interest on the principal sum, or so much thereof as shall from time to time remain unpaid; and the balance to be applied to payment of principal until the entire sum is paid in full. (Said note further provides the privilege of paying any number of said payments or may be paid in full without penalty.),

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, I, RUSSELL W. BROTHERS, SR., *have this day bargained and sold, and do hereby transfer and convey unto the said* DOWNTOWN BUSINESS CENTERS, LTD., a Tennessee Limited Partnership, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 1 on the Russell W. Brothers, Sr. Subdivision, of record in Book 5800, Page 187, Register's Office for Davidson County, Tennessee, and described as follows: BEGINNING at a point in the easterly margin of Third Avenue, South, and the southerly margin of Ash Street; thence with the southerly margin of Ash Street North 58° 48' 30" East 281.85 feet to a point in the westerly margin of Second Avenue, South; thence with the westerly margin of Second Avenue, South, South 30° 42' 10" east 304.48 feet to a point in the north margin of Lindsley Avenue; thence with the northerly margin of Lindsley Avenue, South 58° 41' 39" West 285.59 feet to a point in the easterly margin of Third Avenue, South; thence with the easterly margin of Third Avenue, South, North 30° 45' 12" West, 305.04 feet to the point of beginning.

Being the same property conveyed to Russell W. Brothers,Sr. by deed from Ronald R. Anderson and wife, Gayle F. Anderson, of record in Book 5944, Page 678, Register's Office for Davidson County, Tennessee.

If Grantee shall execute any instrument conveying said premises or any part thereof without the prior written consent of the holder of said note, being Russell W. Brothers, Sr., then he may, at his option, declare all sums secured hereby to be immediately due and payable except that such option should not apply to conveyances to any bonafide gift, and same to apply to any successive sale or conveyances of the premises.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of June 19 83

Notary Public

My commission expires: Sept. 25, 1983
(Affix Seal)

This is unimproved ( ) improved (XX) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town).

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said DOWNTOWN BUSINESS CENTERS, LTD., A TENNESSEE LIMITED PARTNERSHIP *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* DOWNTOWN BUSINESS CENTERS, LTD., A TENNESSEE LIMITED PARTNERSHIP, *(successors), 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 DOWNTOWN BUSINESS CENTERS, LTD., A TENNESSEE LIMITED PARTNERSHIP, *hereinafter referred to as trustors, hereby transfer and convey unto* William T. Bozeman, *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 $ insurable value *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.*

Mary Kate Brothers, wife of Russell W. Brothers, Sr., joins in the execution of this deed for the purpose of transferring any interest she may have in subject property by virtue of her marriage to Russell W. Brothers, Sr. or otherwise.

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 10% 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 promptly at maturity, 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 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 Registers 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 my hand this 15th day of June, 19 83 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Russell W. Brothers, Sr.

Mary Kate Brothers

DOWNTOWN BUSINESS CENTERS, LTD.,
A TENNESSEE LIMITED PARTNERSHIP
By: Charles A. Ritzen, General Partner
By: I. C. Waddey, General Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned authority, *a Notary Public in and for said County and State,* Russell W. Brothers, Sr. and Wife, Mary Kate Brothers

the within named bargainor S, *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, this* 15th *day of* June, *19* 83

My Commission Expires JAN. 18, 1987 Margaret M. Gibson *Notary Public*

Commission expires

FILED FOR RECORD AND RECORDED
DAVIDSON COUNTY, TENN.
JUN 22 10 03 AM '83
REGISTER'S OFFICE
IDENTIFICATION REFERENCE
45552

State of Tennessee
County of Davidson

Before me the undersigned authority, of the State and County aforesaid, personally appeared Charles A. Ritzen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a General Partner of DOWNTOWN BUSINESS CENTERS, LTD., a Tennessee Limited Partnership, the within named bargainor, a limited partnership, and that he as such General Partner, executed the foregoing instrument for the purpose therein contained by signing the name of the limited partnership by himself as General Partner.

Witness my hand and seal this the 15th day of June, 1983.

My Commission Expires:
September 25, 1983

Angela M. Canty
Notary Public

State of Tennessee
County of Davidson

Before me the undersigned authority, of the State and County aforesaid, personally appeared I. C. Waddey, with whom I am personally acquainted (or proved to be on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a General Partner of DOWNTOWN BUSINESS CENTERS, LTD., a Tennessee Limited Partnership, the within named bargainor, a limited partnership, and that he as such General Partner, executed the foregoing instrument for the purpose therein contained by signing the name of the limited partnership by himself as General Partner.

Witness my hand and seal this the 20th day of June, 1983.

My Commission Expires:
Sept. 25, 1983

Angela M. Canty
Notary Public

FILE TIGER TITLE INSURANCE COMPANY

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6080 PAGE 79

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			20[illegible].00- CO	
			75[illegible].00- MO	
			520.00 CO TX	
			78.00 MO TX	
			.50 PRFEE	
			6.00 MISC	
			CHECK	599.50-
6776A06/22/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 5 5 5 2 1

IDENTIF. REFERENCE

JUN 22 10 03 AM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 957999