This instrument prepared by
J. O. Bass, Sr.
First American Center
Nashville, Tennessee 37238

Fee 35

Installment Deed

BOOK 5185 PAGE 472

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
McNeil & Associates, Inc.	CAPITOL BOULEVARD ASSOC. LIMITED	map 93-6
420 Providence Highway P.O. Box 407	(NAME) PARTNERSHIP One Federal Street	parcel 6
(STREET ADDRESS OR ROUTE NUMBER) Westwood, MA 02090	(STREET ADDRESS) Boston, Massachusetts 02110	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of two million two hundred thousand and no/100 ($2,200,000) dollars (of which $4,871.37 is payment for personal property) *of which* six hundred thousand ($600,000) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of one million six hundred thousand and no/100 ($1,600,000) *Dollars,* Capitol Boulevard Associates Limited Partnership, a Massachusetts limited partnership ("Grantee" herein) has executed its promisory note in the principal amount of $1,600,000 dated November 30, 1983, payable to the order of J. O. BASS and W. R. HENDRIX ("Grantors" herein) on January 3, 1984. Said note shall not bear interest prior to it's due date but if not paid on said date shall bear interest thereafter at the rate of 15% per annum on the indebtedness evidenced thereby until fully paid. Said note provides

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 said J. O. BASS and W. R. HENDRIX, equal tenants in common

have this day bargained and sold, and do hereby transfer and convey unto the said Capitol Boulevard Associates Limited Partnership, its successors and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 112 on the Original Plan of the Town of Nashville, not of record, and described according to a copy of a survey thereof made by S.M. McMurray Engineering Company, dated April 13, 1923, as follows: Beginning at a cross mark in concrete at the southeast corner of said property, the same being the northwest corner of the intersection of 6th Avenue North, formerly High Street, and an alley, said point being 245.95 feet southerly from the old south line of Union Street before the same was widened, and being 237.32 feet from the present south line of Union Street; running thence with the westerly margin of 6th Avenue North, northwardly 72 feet to a cross mark in concrete, J. H. Carpenter's southeast corner; thence at right angles, westwardly with his southerly line 141.6 feet to a cross mark in concrete in the east line of Capitol Boulevard at a point 163.25 feet, southwardly from the present south line of Union Street; thence with the easterly line of Capitol Boulevard, southwardly 72.95 feet to an iron spike at the northeast corner of the intersection of Capitol Boulevard with said alley, above mentioned; thence with the northerly margin of said alley, eastwardly 141.3 feet to the beginning.

Being the same property conveyed to J. O. Bass and W.R. Hendrix, as equal tenants in common by deed from Commerce Union Bank, Trustee under the will of Robert M. Crichton, of record in Book 4477, page 116, Register's Office for Davidson County, Tennessee.

This conveyance includes all of grantors' right, title, and interest in and to mineral, utility, and other rights and all appurtenances, easements, licenses and privileges appurtenant to the land and all personal property owned by Grantors located at and used in connection with the property

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 2,200,000

Affiant

Subscribed and sworn to before me, this the 30 day of November, 1983

My commission expires 11-25-86

(Affix Seal)

Notary Public

This is unimproved ( ) property, known as 226 Capitol Blvd. (House Number) (Street) Nashville P.O. Address: Tenn. (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees its successors, heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as stated on Exhibit A, attached hereto and made a part hereof.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, its 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors hereby transfer and convey unto E. Warner Bass, *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 $ .....,

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 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 portion thereof, 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.

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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 [illegible] 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.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this 30 day of November, 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.

J. O. BASS

W. R. HENDRIX

Capitol Boulevard Associates Limited Partnership

By: Alexander H. McNeil
Alexander H. McNeil
General Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, J. O. BASS the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, Nashville, Tennessee, this 30 day of November, 19 83.

Judy A. Bobbitt
Notary Public

Commission expires 5-20-87

STATE OF MASSACHUSETTS)
COUNTY OF NORFOLK)

Before me, the undersigned, Alfred F. Brothers, a Notary Public in and for the State and County aforesaid, personally appeared Alexander H. McNeil with whom I am personally acquainted, and who, upon oath, acknowledged him self to be a general partner of the Capitol Boulevard Associates Limited Partnership, a limited partnership, the within named bargainor, and that he as such general partner being authorized so to do, 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, at office in Westwood this 28 day of November, 19 83.

Alfred F. Brothers
Notary Public

4/20/90
Commission expires

STATE OF FLORIDA)
COUNTY OF COLLIER)

Personally appeared before me, the undersigned, Terri S Brock, a Notary Public in and for said County and State, aforesaid, W. R. Hendrix the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Naples, Florida, this 25th day of November, 1983.

Terri S Brock
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 21 1984

Exhibit "A" to Deed dated November 30, 1983

from J.O. Bass and W.R. Hendrix

The within conveyance is subject to the following:

(1) 1983 taxes which have been pro-rated and will be paid by Grantee.

(2) Rights of lessees, tenants or other occupants.

(3) Rights of others in or to all party walls that may affect the property.

(4) Applicable governmental laws and regulations, including zoning.

(5) All matters shown on survey by Barge, Waggoner, Sumner & Cannon dated November 3, 1983 including, but not limited to, slight variations in certain boundary measurements from measurements described in the deed.

6296 12/01 7327.50- CHECK

H 0 9 4 4 9

IDENTIF. REFERENCE

DEC 1 12 04 PM '83

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			2200,000.00 CO AMT 1600,000.00 MO AMT	
			5720.00 CSTAX	
			1596.00 MSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 7327.50-	
			6296A12/01/83 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 4 4 9

IDENTIF. REFERENCE

DEC 1 12 04 PM '83

No. 997005