THIS INSTRUMENT WAS PREPARED BY
ALAN B. WORTH, ATTORNEY
30th FLOOR, [illegible]
NASHVILLE, TENNESSEE 37203

BOOK 6207 PAGE 305

INSTALLMENT DEED

ADDRESS NEW OWNER AS AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
AIRPARK WEST PROPERTIES	SAME	134-20
P. O. Box 22149		
Nashville, TN 37202		

FOR AND IN CONSIDERATION of the sum of Seven Hundred Fifty-Six Thousand Three Hundred Fifteen and no/100 Dollars ($756,315.00) of which Six Thousand Seven Hundred and no/100 Dollars ($6,700.00) has been paid in cash, the receipt of which is hereby acknowledged and for the remainder of Seven Hundred Forty-Nine Thousand Six Hundred Fifteen and no/100 Dollars ($749,615.00) AIRPARK WEST PROPERTIES, a partnership, has executed and delivered two (2) Promissory Notes of even date herewith, payable to JOHN MICHAEL HALLORAN, with one (1) of said Promissory Notes being in the amount of One Hundred Eighteen Thousand Three Hundred and no/100 Dollars ($118,300.00) payable January 2, 1984, without interest, and with the other Promissory Note being in the amount of Six Hundred Thirty-One Thousand Three Hundred Fifteen and no/100 Dollars ($631,315.00) payable December 19, 1986, (with interest at the rate of Eight percent (8%) per annum, with an optional two (2) year extension at a varying interest rate), and both Promissory Notes providing for the payment of attorneys' fees and to secure the payment of said Promissory Notes, including principal and interest and attorneys' fees, a lien is expressly retained on the land herein conveyed, JOHN MICHAEL HALLORAN has this day bargained and sold and does hereby transfer and convey unto AIRPARK WEST PROPERTIES, a partnership, its successors and assigns certain real estate in Davidson County, Tennessee, as follows:

Land located in the 5th Civil District of Davidson County, Tennessee according to a survey made by A & A Engineers, Inc., dated January 20, 1982, being more particularly described as follows:

Beginning at a point in the northern margin of Ezell Pike said point being further described as being where the westerly margin of Bowood Heights Subdsivision as of record in Plat Book 2331 Page 47, Register's Office, Davidson County, Tennessee intersects the northern margin of Ezell Pike; thence along the northern margin of Ezell Pike in a southwesterly direction S 48¼ 6' 33" West a distance of 249.42 feet to a point in the north margin of a street known as Harding Place; thence in a westerly direction along the north margin of Harding Place N 80¼ 01' 05" W a distance of 993.88 feet to a point; thence with said street margin N 35¼ 06' 52" W a distance of 136.08 feet to a point in the eastern margin of Ezell Road; thence with the eastern margin of Ezell Road in a northerly direction N 7¼ 00' E a distance of 325 feet to an offset in the margin of Ezell Road; thence with said offset in a westerly direction N 83¼ 00' W a distance of 13.0 feet to a point; thence continuing with the easterly margin of Ezell Raod in a northerly direction N 7¼ 00' E a distance of 289.02 feet to a point where the northerly boundry of the herein described tract intersects the eastern margin of Ezell Road; thence leaving the margin of Ezell Road along the boundary line in an easterly direction S 85¼ 21' 30" E a distance of 575.98 feet to a corner; thence in a northerly direction N 6¼ 45' 10" E a distance of 157.08 feet to a point said point being further described as being the southwest corner of a tract of

land conveyed to David H. Parker, et ux. as of record in Deed Book 4069, Page 323, Register's Office, Davidson County, Tennessee; thence with Parker's southerly boundary line in an easterly direction S 84¼ 50' 20" E a distance of 679.49 feet to a point where said boundary line meets with the western margin of Bowood Heights Subdivision; thence with the common boundary line of said subdivision in a southerly direction S 6¼ 27' 8" W a distance of 781.84 feet to the north margin of Ezell Pike, the point of beginning. Said above described Tract of Land according to the survey of January 20, 1982 by A & A Engineers, Inc. contains an area of 24.01 acres.

Title under the terms of the will of M. J. Halloran of record in Will Book 57, page 204, is vested in Will J. Halloran for Life with the remainder to Herman E. Halloran and Mary Halloran. Said Will provided that if Herman E. Halloran and Mary Halloran predeceased the life tenant, their issue per stirpes would take the property. Both Herman E. Halloran and Mary Halloran predeceased the life tenant. Mary Halloran left no issue. Herman E. Halloran's only son and sole heir is John Michael Halloran. Will J. Halloran died July 23, 1981. The above facts were attested to by John Michael Halloran in Affidavit of Heirship of record in Book 6086, page 309, Register's Office for Davidson County, Tennessee.

Subject to an Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4260, page 686, Register's Office for Davidson County, Tennessee.

Subject to land within bounds of graveyard and right or ingress and egress thereto.

Subject to a survey of A & A Engineers, Inc., dated January 20, 1982, which shows a cemetery located on the premises, various utility lines across the premises and a 20-foot utility and drainage easement across the premises.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Seven Hundred Fifty-Six Thousand Three Hundred Fifteen and no/100 Dollars ($756,315.00).

John W Nelley Jr
AFFIANT

Subscribed and sworn to before me this the 14th day of December, 1983.

Joan Brown
Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires:
10/12/86

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging, to the said AIR WEST PROPERTIES, its heirs and assigns forever. JOHN MICHAEL HALLORAN convenants that he 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 stated herein.

JOHN MICHAEL HALLORAN further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said AIRPARK WEST

PROPERTIES, 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 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 AIRPARK WEST PROPERTIES , hereinafter referred to as Trustor, hereby transfers and conveys unto ALAN B. WRIGHT, 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 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 Twelve percent (12%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

If any of the property described hereinabove is acquired by government or governmental agency through condemnation proceedings, or by purchase because of the threat of condemnation, so much or all of the proceeds, whether based on the value of the land taken and/or incidental damages as to the remnant, as shall be necessary shall be paid to the holder of the indebtedness described herein at the amount per acre or fraction thereof as would entitle Trustor to a release of the land that was acquired by such governmental taking or purchase. If the entire proceeds for the land taken and incidental damage to the remnant are less than the price fixed for a partial release, the entire proceeds will be paid to the holder of the indebtedness and the deficiency will be made up in the next release.

In the event any default shall exist, the Trustee or his agent shall have the right forthwith to take possession of the property described hereinabove and to collect the rents and profits then owing or thereafter accruing therefrom, to be credited upon any of the obligations secured hereby.

Now, if Trustor 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, Trustor fails 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 (30) 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 (20) days' notice by three (3) 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 proerty, 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 attorneys' 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 all sums expended in the protection of said property as herein authorized.

4th.The residue if any will be paid to the 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 (1) when said indebtedness is represented by notes, then 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 holder(s) of the indebtedness (hereinafter referred to as Holder), described hereinabove, shall grant partial releases to the Trustor as follows:

(a) $118,300.00 Promissory Note. Trustor shall designate two and one-half (2.50) acres of the property to be released by Holder upon payment in full of the $118,300.00 Promissory Note, due January 2, 1984, except that the portion of the property to be then released shall not include any of that portion of the property defined as "Harding Frontage" in paragraph (d)(1)(a) below.

(b) Release Price. After payment of the $118,300.00 Promissory Note, the Holder shall grant partial releases of parcels of property then encumbered upon payments at the rate of Thirty-Seven Thousand Five Hundred and no/100 Dollars ($37,500.00) per acre, on the balance of the principal of the $631,315.00 Promissory Note. Holder shall release one (1) acre

of the property to Trustor upon payment of each $37,500.00. No release shall be granted for parcels of less than one (1) acre.

(c) Release Procedure. The Trustor, or its assigns in its sole discretion shall designate to Holder the acres Trustor desires to have released in accordance with the formula set forth hereinbelow, and the exception in paragraph (a) above. Each request for a partial release shall be in writing and shall be accompanied by survey to be furnished by Trustor, prepared by a licensed land surveyor, setting forth the legal descripton of the parcels of property to be partially released and the number of acres or portions thereof so involved. All recording costs and other incidental expenses incurred in connection with procurement of the partial releases shall be borne by Trustor. Holder shall contemporaneously with final payment of the Promissory Note secured by this Installment Deed cause a full and final release of this Installment Deed.

(d) Release Formula.

(1) Definitions.

(a) Harding Frontage - "Harding Frontage" as used herein is defined to be that portion of the property contiguous to Harding Place and extending Two Hundred feet (200') toward the rear line of the property.

(b) Harding/Ezell Corner - "Harding/Ezell Corner" as used herein is defined to be that portion of Harding Frontage contiguous to Ezell Road and extending Two Hundred feet (200') toward the east line of the property (being the southwest corner of the property).

(2) Formula.

(a) Holder shall not be obligated to grant releases which would result in (1) the percentage of released acres as to total acres being less than (2) the percentage of released Harding Frontage to total Harding Frontage.

(b) No land will be released which would sever unreleased land from access by existing public roadways and those hereafter constructed and dedicated, water, sewer (if now existing), and gas utilities.

(c) No unreleased land will be left without a proportionate amount of road frontage (existing or constructed and dedicated).

(d) The ratio of current roadway to the number of acres is 115.6 feet per acre (2775.24 feet: 24.01 acres). The ratio of roadway (current or constructed and dedicated) to unreleased land shall not be less than 115.6 feet of roadway for each unreleased acre.

(e) Land for roads, streets, and walkways will be released only subject to the requirements specified herein for partial releases and will count in amounts paid for releases.

(f) The property described as Harding/Ezell Corner shall be released upon payment by Trustor of Seventy-Five Thousand and no/100 Dollars ($75,000.00).

(g) Trustor cannot create liens whether for labor, materials or any other sources on

unreleased land.

(h) All unreleased land shall be left with the access to roads, as stated hereinabove, and be of such configuration as will qualify it as a building lot under applicable governmental requirements so as to permit the construction of a building having not less than Twenty-Five Thousand (25,000) square feet. Trustor shall obtain and submit to Holder at Trustor's expense, any subdivision approval or such other evidence as Holder may require evidencing that the actual or proposed use of the land remaining subject to Holder's lien shall be in compliance with all the laws, ordinances, sales, or regulations of any governmental authority having jurisdiction over the same.

WITNESS our hands, this 29th day of December, 1983. AIRPARK WEST PROPERTIES is a general partnership composed of two (2) partners -- RCM INTERESTS, a Tennessee limited partnership, and NASHVILLE WAREHOUSE INVESTORS, a general partnership. Both partners, RCM INTERESTS, and NASHVILLE WAREHOUSE INVESTORS, have executed this Installment Deed by having caused a duly authorized partner to sign hereto.

RCM INTERESTS for AIRPARK WEST PROPERTIES

John Michael Halloran
JOHN MICHAEL HALLORAN

BY: Robert C. H. Mathews, II
Robert C. H. Mathews, Jr., General Partner

NASHVILLE WAREHOUSE INVESTORS for AIRPARK WEST PROPERTIES

BY: John W. Nelley, Jr.
John W. Nelley, Jr., Partner

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, JOHN MICHAEL HALLORAN, 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 Nashville, Tennessee, this 29th day of December, 1983.

[illegible]
Notary Public

My Commission Expires:
10/12/86

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared Robert C. H. Mathews, Jr., with whom I am personally acquainted, and who

upon oath, acknowledged himself to be general partner of RCM INTERESTS, 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 purpose 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 29th day of December, 1983.

My Commission Expires:
July 21, 1984

Notary Public

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared, John W. Nelley, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of NASHVILLE WAREHOUSE INVESTORS, the within named bargainor, a partnership, and that he as such partner being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal at office in Nashville, Tennessee, this 27th day of December, 1983.

My Commission Expires:
10/13/86

Notary Public

H 0 5 3 2 2

IDENTIFICATION REFERENCE

JAN 9 3 47 PM '84

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6207 PAGE 313

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
			756315.00-	CAMT.
			749615.00-	MAMT.
			1966.38	CSTAX
			747.60	MSTAX
			.50	PRFEE
			21.00	TDEED
	VD		21.00-	TDEED
			21.00	MDEED
				735.48-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3623A01/03/84 BAL .00

IDENTIF. REFERENCE

JAN 3 3 47 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

H 95322

No. 4122