This instrument was prepared by Madison Title Company, 333 Gallatin Road, Madison, TN 37115

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
American Diversified Capital	same	42-11
Corporation (NAME) Suite 310	(NAME)	42-10-8
1410 North Westshore Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Tampa, Florida 33607 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	BOOK 6233 PAGE 197

FOR AND IN CONSIDERATION of the sum of ONE MILLION, SIX HUNDRED SIXTY TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 ($1,662,650.00) ---------- *Dollars,* *of which* FOUR HUNDRED FIFTEEN THOUSAND SIX HUNDRED SIXTY TWO AND 50/100 --------- ($415,662.50) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE MILLION, TWO HUNDRED FORTY SIX THOUSAND, NINE HUNDRED EIGHTY SEVEN AND 50/100 ($1,246,987.50) ---------- *Dollars,*

AMERICAN DIVERSIFIED CAPITAL CORPORATION, A CALIFORNIA CORPORATION, *has executed* its one promissory note payable in installments as follows: Two years from the date of execution of this note, the principal sum of $415,662.50 is due and payable plus 9 % interest per annum on the total outstanding principal balance with 20 % of the original secured property to be released as to be determined by buyer, upon the condition that buyer has constructed, or fully bonded said construction, a public road from Old Hickory Boulevard, following adjacent to Phase 1 (as further described according to exhibit "B" attached) ~~and connecting with Nesbit Drive~~; Four years from the date of execution of this note, the principal sum of $415,662.50 is due and payable plus 9 % interest per annum on the outstanding principal balance with 20 % of the original secured property to be released as determined by buyer in accordance with the provisions contained herein; Six years from the date of execution of this note, the entire remaining principal balance is due and payable * *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, BESSIE M. BUCHANAN, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said AMERICAN DIVERSIFIED CAPITAL CORPORATION, A CALIFORNIA CORPORATION, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

(SEE EXHIBIT "A" ATTACHED)

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* in full plus 9 % interest per annum on the outstanding principal balance, with the balance of secured property released.

Any partial prepayment of principal will entitle the buyer to the release of acreage adjacent to the property previously released at the rate of 1 acre per each $12,500.00 principal prepayment.

(Continued ... see reverse side)

4 02/17 5386.26 - CHECK

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1,662,650.00

Subscribed and sworn to before me, this the 17 day of Feb., 19 84

Bessie M. Buchanan
Affiant

My commission expires: 10-20-85
(Affix Seal)

Notary Public

WILLIAM M. BALLEW NOTARY PUBLIC DAVIDSON CO. TENN.

The buyer agrees that no parcel of land remaining as secured property will become landlocked or denied the right of ingress and egress thereto as a result of said partial releases.

The property secured under the Installment Deed shall be the sole security for the Installment Deed Note and the maker of the Installment Deed Note or assigns shall have no personal liability ~~provided that all conditions setout herein to be performed by the maker are completed~~. The recourse of the note holder upon default as provided under the terms of the Installment Deed and Note shall be limited to foreclosure or trustee sale as provided or deed in lieu thereof, if the mortgagor or assigns has complied with the condition that water and sewer services and completed public road extend to that secured property remaining at the time of default. If the condition provided in this article has not been met by mortgagor or assigns at the time of default, the holder is entitled to that recourse as provided herein and by law.

unimproved ( )
This is improved ( ) 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 American Diversified Capital Corporation, a California corporation, its *(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* American Diversified Capital Corporation, a California corporation, 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 American Diversified Capital Corporation, a California corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* Joe M. Haynes, *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 6 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.

BOOK 6233 PAGE 199

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16 *day of* February, 19 84

Evelyn Woodrow
Witness the signature of
Bessie M. Buchanan

Bessie M. Buchanan
BESSIE M. BUCHANAN

AMERICAN DIVERSIFIED CAPITAL CORPORATION

BY: Kenneth J. McCarthy
President - Eastern Region

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Bessie M. Buchanan, a widow,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 17 *day of* Feb., 19 84.

Notary Public

Commission expires 10-20-85

STATE OF Florida }
COUNTY OF Hillsborough }

BOOK 6233 PAGE 200

Personally appeared before me, Julie Plotkin *a Notary Public in and for said County and State,* Kenneth G. Mamula - President-Eastern Region of American Diversified Capital Corporation *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 Tampa
this 10th *day of* February, *19* 84

Julie Plotkin *Notary Public*

Notary Public, State of Florida at Large
My Commission Expires MAY 23, 1987

Commission expires

STATE OF ~~TENNESSEE~~ FLORIDA
COUNTY OF ~~DAVIDSON~~ HILLSBOROUGH

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Kenneth G. Mamula, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President-Eastern Region *of the* American Diversified Capital Corporation, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Tampa, Florida,
this 10th *day of* February, *19* 84

Julie Plotkin *Notary Public*

Notary Public, State of Florida at Large
My Commission Expires MAY 23, 1987

Commission expires

INSTALLMENT DEED

FROM

TO

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS

Land lying in the 11th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron rod on the northerly margin of Old Hickory Boulevard, being the southeasterly corner of the property described herein, and being South 82°13'01" West 22.54 feet and North 71°53'34" West 155.51 feet from a concrete right-of-way monument; thence with said northerly margin North 71°53'34" West 216.76 feet to an iron rod; thence leaving northerly margin North 25°58'53" East 242.31 feet to an iron rod; thence with the northerly margin of Bonnie Brae Subdivision, Book 2330, Page 1, R.O.D.C., South 87°18'18" West 114.49 feet to a concrete monument; thence North 64°01'07" West, passing the easterly right-of-way of Buchanan Drive at 123.55 feet, a total distance of 297.29 feet to a concrete monument; thence North 41°51'20" West 215.78 feet to a concrete monument; thence North 64°04'55" West 400.21 feet to a concrete monument on the easterly boundary of the property conveyed to the Metropolitan Government of Nashville in Deed Book 3824, Page 979; thence with said easterly boundary North 08°36'35" East 406.91 feet to a concrete monument; thence North 11°31'21" East 1886.84 feet to a concrete monument; thence South 80°31'30" East 457.78 feet to a concrete monument; thence North 04°38'56" West 510.84 feet to a 6" x 6" cut stone at the southeasterly corner of Ozark Hills Subdivision, Deed Book 3700, Page 20; thence North 04°44'31" West 673.77 feet to an iron rod; thence South 81°32'25" East 633.13 feet to an iron rod; thence South 83°17'40" East 187.18 feet to iron rod; thence North 71°11'44" East 526.99 feet to an iron rod; thence North 71°29'01" East 320.73 feet to an iron rod; thence South 83°02'51" East 150.53 feet to an iron rod on the westerly right-of-way of I-65; thence continuing with the westerly right-of-way of I-65 with a curve to the left with a central angle of 09°02'00", a radius of 5879.58 feet, a chord bearing and distance of South 16°52'17" West 926.03 feet to an iron rod; thence South 12°21'17" West 221.04 feet to an iron rod; thence North 77°38'43" West 20.00 feet to an iron rod; thence South 12°21'17" West 750.00 feet to an iron rod; thence North 87°39'09" West 411.53 feet to an iron rod; thence South 08°04'47" West 50.00 feet to an iron rod; thence South 73°34'02" East 402.56 feet to an iron rod; thence South 12°21'17" West 700.00 feet to an iron rod; thence South 16°10'08" West 300.67 feet to an iron rod; thence South 07°46'51" West 38.19 feet to an iron rod; thence leaving the westerly right-of-way of I-65 North 61°49'32" West 162.29 feet to an iron rod; thence South 26°32'55" West 1218.19 feet to a concrete monument; thence South 25°58'53" West 267.10 feet to the point of beginning, containing 133.012 acres, more or less.

Being a portion of the property conveyed to Charles B. Buchanan and wife, Bessie M. Buchanan by deed from C. O. DuBois and wife, Lurline DuBois, of record in Book 1179, Page 197 and by deed from Eva Scott Deal, Frank Scott and wife, Lucille Scott, Ethel Scott and Oscar Scott, of record in Book 2042, Page 97, Register's Office for Davidson County, Tennessee. The above described property is subject to a 50 feet wide easement granted Tennessee Natural Gas Lines, of record in Book 1911, Page 520.

EXHIBIT "B"

PROPOSED PHASE I, ALTERNATE A

Land lying in the 11th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument on the easterly margin of Buchanan Drive as shown on the subdivision of Bonnie Brae in Book 2330, Page 1, R.O.D.C.; thence North 64°01'07" West 173.74 feet to a concrete monument; thence North 41°51'20" West 215.78 feet to a concrete monument; thence North 64°04'55" West 400.21 feet to a concrete monument on the easterly boundary of the property conveyed to the Metropolitan Government of Nashville in Deed Book 3824, Page 979; thence with said easterly boundary North 08°36'35" East 406.91 feet to a concrete monument; thence North 11°31'21" East 1886.84 feet to a concrete monument; thence South 80°31'30" East 457.78 feet to a concrete monument; thence South 02°30'00" East 698.00 feet to a point; thence South 54°15'00" West 190.00 feet to a point; thence South 34°15'00" West 180.00 feet to a point; thence South 19°50'21" West 529.99 feet to a point; thence South 09°48'53" West 230.00 feet to a point; thence South 03°31'07" East 228.00 feet to a point; thence South 22°16'07" East 640.00 feet to a point; thence South 25°58'53" West 95.00 feet to the point of beginning, containing 26.602 acres, more or less.

Being a portion of the property conveyed to Charles B. Buchanan and wife, Bessie M. Buchanan by deed from C. O. DuBois and wife, Lurline DuBois, of record in Book 1179, Page 197 and by deed from Eva Scott Deal, Frank Scott and wife, Lucille Scott, Ethel Scott and Oscar Scott, of record in Book 2042, Page 97, Register's Office for Davidson County, Tennessee. The above described property is subject to a 50 feet wide easement granted Tennessee Natural Gas Lines, of record in Book 1911, Page 520.

I037.95
IDENTIF. REFERENCE
FEB 17 11 46 AM '84
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN
RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6233 PAGE 203

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
		1,662,650.00 CO AMT 1,246,987.50 MTG. AMT		
			4322.76 CSTAX	
			1245.00 MSTAX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 5586.26-	
4022A	02/17/84		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10795

IDENTIF. REFERENCE

FEB 17 11 46 AM '84

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 14202