FROM:

TENTH CIRCLE PARTNERSHIP

TO:

DALE GISH

For draftsman's use

A. Harrison Johnson, Jr.
Baker, Worthington, Crossley,
Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

BOOK 6796 PAGE 121

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DALE GISH (NAME)	SAME (NAME)	Map 93-1
6106 Hickory Valley Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 85
Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

80373

IDENTIFICATION REFERENCE

MAR 5 9 02 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 400,000 - Dale Gish
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF February 1986.

Notary Public

MY COMMISSION EXPIRES: 7-19-87

(AFFIX SEAL)

INSTALLMENT DEED
AND
ALL-INCLUSIVE DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED THOUSAND ($400,000) DOLLARS, the receipt of which is hereby acknowledged, and for the additional consideration of the undersigned's, DALE GISH, (the "Grantee" herein), execution and delivery of one All-Inclusive Note of even date, made payable to the order of TENTH CIRCLE PARTNERSHIP, a Tennessee partnership comprised of Alfred M. Kerr, Jr. and William G. Tucker, Jr., (the "Grantor" herein). A copy of the All-Inclusive Note secured by this Installment Deed is attached hereto as Exhibit "A", (the "Note" herein), and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, a lien is expressly retained on the land herein conveyed, by the said Grantor, who has this day bargained and sold, and does hereby transfer and convey unto the said DALE GISH, (sometimes referred to herein as "Grantee" or "Trustor"), certain real estate in Davidson County, Tennessee, (hereinafter referred to as the "Premises", or the "Property"), as follows:

> Land in Davidson County, Tennessee, being Parcel K(b) on the Plan of Resubdivision of Block K of the Capitol Hill Redevelopment Project, as of record in Book 3500, Page 136, Register's Office for Davidson County, Tennessee, and described as follows:
>
> Beginning at a point in the easterly margin of Tenth Circle, North at the common corners of Parcels K(a) and K(b); thence with the margin of said Street, North 5° 09' West 87.64 feet to a point at the beginning of a curve; thence around said curve, northeasterly 23.45 feet to a point in the southerly margin of Gay Street; thence with the margin of said Gay Street, easterly 102.55 feet to a point at the common corner of Parcels K(b) and K(c); thence with the line between said Parcels, South 27° 58'

East 92.21 feet to an intercorner of Parcel K(c); thence with the line between Parcels K(b) and K(c), South 61° 44' West 154.96 feet to the point of beginning.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dale Gish, his heirs, administrators, successors and assigns, forever. Grantor covenants that it 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 for the matters listed on Exhibit "B" hereto attached.

Grantor does further covenant and bind itself and its successors and assigns, to warrant and forever defend the title to the said real estate to said Dale Gish, his heirs, administrators, successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said installment deed 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 Grantee, Dale Gish, hereinafter referred to as Trustor, hereby transfers and conveys unto Joseph B. Pitt, Jr., 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:

1. Grantee agrees to pay the Note according to its terms, and a default thereunder shall be deemed to be a default hereunder, at the written election of the holder.

2. 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 ten (10%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

3. In case of default hereunder, in addition to any other rights and remedies available to Grantor, Grantor may, but need not, make any payment or perform any act herein required of Trustor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any subsequent lien or subsequent Deed of Trust, or other

encumbrances, if any, and purchase, discharge, compromise or settle such Deed of Trust except any Deed of Trust now in existence; any tax lien or other prior lien on title or claim thereto, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other money advanced by Grantor to protect the Premises and the lien hereof, shall to the extent thereof be indebtedness secured hereby, and shall become immediately due and payable upon 30 days' notice and with interest thereon at the rate specified in the Note. Inaction of Grantor shall not be considered as a waiver of any right accruing to it on account of any default on the part of Trustor.

4. Grantor agrees, at any time and from time to time, upon reasonable request by Grantee, to deliver to Grantee an estoppel certificate, certifying, representing and warranting the following: (a) that it is the legal and equitable owner and holder of the All-Inclusive Note; (b) the unpaid principal balance of the All-Inclusive Note; (c) the date to which interest has been paid on the All-Inclusive Note; and (d) that, to Grantor's best knowledge, no defaults have occurred which have not been cured or waived under the All-Inclusive Note, this All-Inclusive Deed of Trust or any agreement, document or instrument evidencing or securing the All-Inclusive Note or executed in connection therewith, or, if any such defaults have occurred and have not been cured or waived, specifying each such default and certifying that there are no other defaults. Grantor will also provide facts as to the status of the Underlying Note.

5. Trustor and Grantor agree to promptly send to one another copies of any notice received from the holder of any prior or subsequent Deed of Trust or prior or subsequent lienholder.

6. Any and all payments, due under any prior Deed of Trust, and any and all reports, receipts, and other items required to be furnished to the holder of any prior Deed of Trust, shall be remitted directly from Grantor to the holder of any prior Deed of Trust, with a copy thereof furnished to Trustor.

7. Trustor shall notify Grantor promptly of the occurrence of any of the following:

(i) receipt of notice of condemnation of the Property;

(ii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Property;

(iii) commencement of any litigation affecting the Property.

8. The rights and remedies of Grantor as provided in this Deed and in the Note shall be cumulative and concurrent; may be pursued separately, successively or together against Trustor or against the Property, or both, at the sole discretion of Grantor, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

9. Grantor may release, regardless of consideration, any part of the security held for the indebtedness secured by this Deed without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed or its priority over any subordinate lien.

10. For payment of the indebtedness secured hereby Grantor may resort to any other security therefor held by Grantor in such order and manner as Grantor may elect.

11. This Deed shall be construed and interpreted under the laws of the State of Tennessee.

12. At any time and from time to time, each party shall certify to such persons as either party may designate, by writing duly acknowledged, the amount of principal and interest then owing on this Deed and what, if any, offsets and defenses are believed or known to exist against the debts, within fifteen (15) days after written request to do so served upon it by mail.

13. If any promise or covenant of this Deed or the Note is void or ineffective under the law, this Deed and the Note shall remain in force and effect as if such promise or covenant had not been entered into.

14. All notices to be sent hereunder shall be sent by certified or registered mail, return receipt requested, as follows:

If to Trustor: Dale Gish
6106 Hickory Valley Road
Nashville, Tennessee 37205

With a copy to: A. Harrison Johnson, Jr., Esquire
Baker, Worthington, Crossley,
Stansberry & Woolf
30th Floor, L & C Tower
Nashville, Tennessee 37219

If to Grantor: Tenth Circle Partnership
109 Kennor Ave
Suite 203
Nashville, TN 37205

With a copy to:

or to such other place or places as either party may designate by notice to the other.

15. This Deed shall secure any further sums advanced under the Note, or added to the principal balance thereunder in lieu of the payment of interest, whether in the event of default or otherwise, as if the same shall have been advanced or added to principal at the execution hereof.

16. Anything herein to the contrary notwithstanding, this instrument shall be construed as a deed of trust with a power of sale under Tennessee law. The use of the word "Grantor" is for convenience only, meaning "Beneficiary".

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, within thirty days from the due date of such payment, this trust conveyance shall remain in full force and effect, or if Trustor should default under any term, condition or covenant of the said Note or this Deed, 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, upon thirty (30) days written notice and upon Grantee's failure to cure within such

thirty (30) day period, 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 of the purchaser. The creditor and holder of the Note 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 of 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 Trustor, his order, representatives or assigns.

In the event the ownership of the property or any part of it becomes vested in a person other than any Grantor, the Beneficiary may deal with the successor or successors in interest with reference to this Installment Deed and the debt secured in the same manner as with such Grantor and in conjunction with Grantor, and may forbear to sue or may extend time for payment of the debt secured, without discharging or in any way affecting the liability of such Grantor under this Installment Deed or upon the debt secured.

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, 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 "Trustor" when used herein shall apply to parties both singular and plural.

This instrument is subject to all the terms and conditions contained in Exhibit "A".

IN WITNESS WHEREOF, the undersigned has executed this INSTALLMENT DEED AND ALL-INCLUSIVE DEED OF TRUST on the 28th day of February, 1986.

DALE GISH

BOOK 6796 PAGE 129

TENTH CIRCLE PARTNERSHIP

By: _____
Alfred M. Kerr, Jr.

By: _____
William G. Tucker, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DALE GISH, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 28th day of February, 1986.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 18, 1987.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ALFRED M. KERR, JR. AND WILLIAM G. TUCKER, JR., the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 28th day of February, 1986.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 18, 1987.

EXHIBIT "A"

ALL-INCLUSIVE NOTE BOOK 6796 PAGE 130

$400,000.00

Nashville, Tennessee
February 28, 1986

FOR VALUE RECEIVED, DALE GISH promises to pay to the order of TENTH CIRCLE PARTNERS, a partnership comprised of Alfred M. Kerr, Jr. and William G. Tucker, Jr., the principal sum of FOUR HUNDRED THOUSAND ($400,000) DOLLARS, in consecutive monthly installments of THREE THOUSAND FIVE HUNDRED TEN AND 29/100 ($3,510.29) DOLLARS, on the first day of April 1, 1986, and thereafter a like amount on the first day of each succeeding month until March 1, 2016, at which time, the entire principal balance and all accrued and unpaid interest shall be due and payable. This Note shall bear interest at the rate of ten (10%) percent per annum.

Except as otherwise provided herein, demand, presentment, notice of presentment, protest, and notice of protest are hereby waived. Due diligence in collection is hereby waived. In the event this Note is not paid when due, the Holder shall be entitled to sue for the collection hereof, and Maker shall pay all costs of collection, including court costs and a reasonable attorney's fee. This Note may be prepaid without notice and without penalty.

This All-Inclusive Note is secured by an Installment Deed and All-Inclusive Deed of Trust of even date herewith executed by the undersigned on certain real property described therein and recorded in the Register's Office for Davidson County, Tennessee.

This ALL-INCLUSIVE NOTE is subordinate to an existing Promissory Note executed by the Holders hereof and made payable to the order of J. R. Hanson and H. A. Thompson, Jr., in the original principal sum of $200,000, which Promissory Note is secured by an Installment Deed dated January 3, 1978, of record in Book 5239, Page 301, Register's Office for Davidson County, Tennessee, payable in monthly installments of $1,674, including principal and interest on the unpaid principal balance, with principal and interest amortizing at 8% per annum over a 20-year period, with the due date thereof being January 1, 1998, (sometimes herein referred to as the Underlying Note or the Underlying Indebtedness).

The holder hereof agrees for itself, and its successors and assigns, that it will pay the said Underlying Note and abide by the Underlying Installment Deed at all pertinent times, provided that maker performs its obligations hereunder and under the Installment Deed.

It is further agreed and understood that if the Underlying Note is called or if the Underlying Note matures prior to the maturity of this Note, the holder of this Note shall either pay off or refinance such Underlying Note so that there is no default in the payment of said note. If the holder fails to refinance, pay off or take such action as may be necessary to avoid default on such Underlying Note within 30 days of the call or maturity of such Underlying Note, the maker of this note shall have the right to refinance the unpaid principal balance of such Underlying Note prior to its maturity or cause same to be refinanced, and if the maker refinances it, or causes it to be refinanced on terms acceptable to maker, the maker shall be paid a mortgage placement fee equal to 2% of the new financing. The holder of this Note shall pay all costs relating to such refinancing, including all costs, financing fees, "points", discounts and attorneys fees of the maker if it is required to refinance such Underlying Note or any portion thereof.

If the new interest rate and/or the length of the term of the refinanced Underlying Note should cause the monthly installment of principal and interest to exceed that which accrues under this Note, then maker shall be entitled to a set-off against the next accruing installment hereunder, to the extent any excess exists between the amount paid under the refinanced Underlying Note and the amount accruing hereunder. Further, to the extent that maker should pay installments of principal and/or interest on the Underlying Note (as refinanced, or otherwise) or any other liability of the holder hereof thereunder, maker shall be entitled to such a credit or set-off against its liability to holder hereunder. Any refinanced Underlying Indebtedness shall be the obligation of the holders of this Note, who will indemnify makers for all of such refinanced indebtedness to the extent that there has been no credit or set-off against this Note.

Holders agree that they, and neither of them, will not renegotiate the terms and conditions of the Underlying Indebtedness with the holders thereof, and they will keep such Underlying Indebtedness in place, and in full force and effect at all times. Payees may not refinance or recast either of the Underlying Note without Maker's absolute, express written consent.

Demand, notice and protest are expressly waived, except as otherwise provided herein.

In the event any payment due hereunder shall not be paid when due, or in the event any of the covenants and agreements to be performed by the maker pursuant hereto or the Installment Deed and All-Inclusive Deed of Trust given as security for this All-Inclusive Note shall not be performed (each of such events being referred to as a default), and the maker hereof shall fail to cure any such default within thirty (30) days after the receipt of such written notice thereof from payee or holder, or within a reasonable time, if said default cannot be reasonably cured within said thirty (30) days, the holder hereof shall have the option to declare immediately due and payable the entire principal balance plus accrued interest hereunder. In the event of such default, the undersigned will pay all expenses and costs, including reasonable attorneys' fees incident to collection, and will pay interest at the maximum legal rate, after maturity.

This Note is payable at the offices of Payee in Nashville, Tennessee.

The holder hereof agrees to look only to the Installment Deed securing this Note for satisfaction of the maker's obligations hereunder and under the Installment Deed and agrees that an action to foreclose said Installment Deed and All-Inclusive Deed of Trust shall be its only remedy for a default under this Note or said Installment Deed and All-Inclusive Deed of Trust, and the holder hereof expressly waives any right to sue maker or its successors in interest for a deficiency judgment in the event of foreclosure. Neither the maker or its successors in interest nor any partner thereof shall be personally liable for the indebtedness represented by this Note.

The payee, for itself, its endorsees, successors and assigns, covenants that to the extent it receives payments of interest and/or principal on this Note, it shall pay the Underlying Note, also secured by the property which is security for this Note, and shall pay same in accordance with the terms and conditions of said Underlying Note. The holder of this Note agrees that any payment made by the undersigned on the note described herein as the Underlying Note shall be deemed payments on this Note.

For a valuable consideration, Holders hereof, do agree for themselves, their successors and assigns, that they do irrevocably waive and release any right that either of them or any of them may have to partition their interests in this All-Inclusive Note, or in the lien secured by the Installment Deed and the All-Inclusive Deed of Trust.

Executed at Nashville, Tennessee, this 28th day of February, 1986.

MAKER:

PAYEE:

TENTH CIRCLE PARTNERSHIP,
A Tennessee Partnership

_____
DALE GISH

By: _____
Alfred M. Kerr, Jr.

By: _____
William G. Tucker, Jr.

EXHIBIT B

INSTALLMENT DEED AND ALL-INCLUSIVE DEED OF TRUST

EXCEPTIONS TO TITLE

1. 1986 taxes, which Grantor and Grantee agree to pay upon receipt of 1986 tax statement. If Grantor fails to pay its prorata share of 59/365th of the 1986 tax statement, Grantee may pay 1986 taxes in full and deduct Grantor's prorata share of 306/365th from the January 1, 1987 installment due Grantor on the Underlying Note.

2. Vendor's lien retained in deed from J. R. Hanson and H. A. Thompson, Jr., to Tenth Circle Partnership, a partnership comprised of Alfred M. Kerr, Jr. and William G. Tucker, Jr., dated, and recorded in Book 5239, Page 301, Register's Office for Davidson County, Tennessee, which states that it secures a debt in the principal sum of $200,000, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

3. Plan of record in Book 3500, Page 136, Register's Office for Davidson County, Tennessee, shows a 5-foot building setback line and easement for public utilities (underground) from Tenth Circle North and an owner's certificate.

4. Restrictions filed of record in Book 2735, Page 473, Register's Office for Davidson County, Tennessee, and in Book 3932, Page 616, said Register's Office.

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

RECEIVED OF _____

FOR _____

BOOK 6796 PAGE 134

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

400000.00- CAMT.
400000.00- MAMT.
1040.00 CSTAX
396.00 MSTAX
.50 PRFEE
30.00 WDEED
CHECK 1466.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK .00

8 0 3 7 3

IDENTIFICATION REFERENCE

MAR 5 9 01 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 224278