File #2

GENCAP/YOUNG
CHARLOTTE PROPERTIES
BBSJR/jas
5/26/88

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $226,631.00."

BOOK 7555 PAGE 404

ADDRESS NEW OWNERS:	TAX RESPONSIBILITY:	MAP-PARCEL NO.
General Capital Land Fund, L.P. c/o General Capital Corporation Suite 850, One Commerce Place Nashville, TN 37239	SAME	114-0-29 Fd. Bk. 8D41350
THIS INSTRUMENT PREPARED BY: WHITE & REASOR, 3305 WEST END AVENUE, NASHVILLE, TENNESSEE 37203		1735 05/27 0101 03CHECK 1092.26

INSTALLMENT DEED

For and in Consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, of which a portion has been paid in cash, and for the remainder, being Two Hundred Twenty-Six Thousand Six Hundred Thirty-One and No/100 ($226,631.00) Dollars, General Capital Land Fund, L.P., a Delaware limited partnership ("Grantee") has made and delivered to Ralph E. Young that certain Non-Recourse Purchase Money Promissory Note of even date herewith, bearing interest at the rate of nine and one-half (9-1/2%) percent per annum, having a maturity date of May 26, 1994 ("Note"), and to secure the payment of the indebtedness evidenced by said Note, a lien is expressly retained on the land herein conveyed, Ralph E. Young and wife, Connie K. Young (individually and jointly "Grantors") have this day bargained and sold, and do hereby transfer and convey unto Grantee, its heirs and assigns, certain real estate in Davidson County, Tennessee, more particularly described as follows:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This is unimproved property, located on Charlotte Pike, Nashville, Tennessee 37205.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $202,175.00.

Andrew W. Byrd
Affiant

SUBSCRIBED AND SWORN to before me, this 26th day of May, 1988.

5-13-89
My Commission Expires

Barnett B. Potter
Notary Public

TO HAVE AND TO HOLD said real estate, with all appurtenances, estate, title and interests thereto belonging, to the said Grantee, its successors and assigns forever. Grantors covenant that they 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 for 1988 Davidson County real estate taxes.

Grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its 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 Note, as hereinafter provided, the said Grantee does hereby transfer and convey unto Alan D. Mazer, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

The said Grantee does hereby 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 at least the insurable value of the improvements until the Note 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 owners and holders of said Note, as their interests may appear.

Grantee further agrees to pay all taxes and assessments levied against said property, and to pay them when due; and in case it fails to do so, then the said Trustee, or the lawful owners and holders of said Note, or any of them, may do so, and charge and treat the sum or sums so expended as part of the indebtedness secured hereby, the same to bear interest from the date of such payment, at the rate stated in the Note.

Now, if Grantee shall pay the Note aforesaid when due, according to its terms, and pay taxes, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantee fails to pay said Note or any part thereof, promptly at maturity; or if, Grantee fails to pay taxes, or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or lawful owners and holders of said Note for all sums so expended by said Trustee, or lawful owners and holders of said Note, 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 owners and holders of said Note, then past due and unpaid, all remaining sums due thereunder shall become due and payable at once, without notice, except as set forth below, 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, statutory rights 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 owners and holders of the Note may bid at any sale under this trust conveyance. Grantee agrees that the Trustee may, at any time after default in the payment of any one of said notes, not cured within any applicable grace period, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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, all reasonable attorney's fees for the enforcement of this lien, and all expenses of any related litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of the Note 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 Grantee, or such other party or parties as may be legally entitled thereto.

The lawful owners and holders of said Note are 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 Alan D. Mazer, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

Grantee shall have at least ten (10) days after receipt of notice of failure to pay any sums due hereunder or under the Note in a timely manner during which Grantee may cure such payment default. Grantee shall have at least thirty (30) days after receipt of notice of failure to perform any other covenant or obligation hereunder or under the Note within which Grantee may perform such covenant or obligation (a longer time shall be allowed if reasonably necessary). So long as Grantee cures any failure to make payment or perform obligations within the appropriate grace period, the owners and holders of the Note may not accelerate the Note or enforce other remedies provided by the Note or by this instrument.

The owners and holders of the Note shall release the lien of this instrument as to specific parcels of the real property herein conveyed in accordance with the following provisions. Except as hereinafter provided with respect to property used for utility lines or rights-of-way, the parcels of property shall be released upon prepayments of principal due under the Note equal to Five Thousand and No/00 ($5,000.00) Dollars for each acre released. Grantee shall be responsible for any expense of accurately identifying property being released. Notwithstanding anything above to the contrary, Grantors agree to release the lien of this instrument as to specific parcels of the real property herein conveyed without collecting the prepayment of principal due under the Note with respect thereto if said specific parcels are conveyed by deed or easement for the development of utility lines or public rights-of-way ("Improvements"). The prepayments of principal which otherwise would have been required in order to release the lien of this instrument as to the Improvements shall be deferred until such time as any acreage served by said Improvements is released. At that time, prepayments of principal due under the Note will be required in the amount of Ten Thousand and No/100 ($10,000.00) Dollars for each such acre previously released from the lien of this instrument for rights-of-way or utilities on an acre by acre basis until such time as all deferred release fees have been paid at the higher rate. Grantee shall designate the tracts to be released, with the approval of the owners and holders of the Note, not to be unreasonably withheld. If Grantee designates certain acreage to be released, and the owners and holders of the Note withhold consent to the release of such acreage (such consent is not to be unreasonably withheld), then Grantee shall have the right to have half of said acreage released (upon payment of the appropriate release fees) and the owners and holders of the Note shall have the right to designate the remaining acreage to be released (upon payment of the appropriate release fees), regardless of whether said acreage is buildable, provided that the aggregate of all acreage designated by the owners and holders of the Note must constitute one (1)

undivided parcel, if possible. Sale or further encumbrance of the property, or any portion thereof, subject to the terms of this instrument is not restricted.

The obligations of Grantee hereunder and under the Note shall be non-recourse in nature, and anything herein or in the Note to the contrary notwithstanding, Grantors agree for themselves, their heirs, and assigns, that (a) neither Grantee nor its successors or assigns shall be personally liable hereunder or on the Note; (b) Grantee's obligation to pay the principal of the Note with interest thereon is set forth in the Note for the sole purpose of establishing existence of the non-recourse indebtedness represented thereby; and (c) in the event of default hereunder or under the Note, the owners and holders of the Note shall look for payment solely to the security of the property herein conveyed.

Grantors agree to release the lien of this instrument as to any portions of the property which are dedicated for purposes of public rights-of-way. The terms of this instrument shall inure to the benefit, and be binding upon, Grantors and Grantee, and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, we, the said Grantors and Grantee hereunto set their hands at Nashville, Tennessee, this the 26th day of May, 1988.

GRANTORS:

Ralph E. Young

Ralph E. Young

Connie K. Young

Connie K. Young, ~~by Ralph E. Young, Attorney-in-Fact~~

GRANTEE:

GENERAL CAPITAL LAND FUND, L.P., a Delaware limited partnership

BY: GENERAL CAPITAL CORPORATION, its General Partner

BY: Andrew W. Byrd
ITS: Executive Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Barrett B. Sutton, Jr., a Notary Public for the State and County aforesaid, Ralph E. Young, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26th day of May, 1988.

Barrett B. Sutton, Jr.
Notary Public

My commission expires:
5-13-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Barrett B. Sutton, Jr., a Notary Public for the State and County aforesaid, Connie K. Young, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26th day of May, 1988.

Barrett B. Sutton Jr.
Notary Public

My commission expires:
5-13-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, Barrett B. Sutton Jr., a Notary Public in and for the County and State aforesaid, personally appeared Andrew W. Byrd, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be Executive Vice President of General Capital Corporation, a Tennessee corporation, and that he as such Executive Vice-President being authorized so to do, executed the foregoing instrument by signing the name of the corporation by himself as Executive Vice-President, in its capacity as General Partner for General Capital Land Fund, L.P, the bargainor, a Delaware limited partnership, and that the corporation, as such executed the same for the purposes therein contained, by signing the name of the partnership by itself as General Partner.

WITNESS MY HAND AND SEAL, at office in Nashville, Tennessee, this the 26th day of May, 1988.

Barrett B. Sutton Jr.
Notary Public

My Commission Expires:
5-13-89

EXHIBIT "A"

LEGAL DESCRIPTION

Being a parcel of land in the Second Civil District Nashville, Davidson County, Tennessee, being property conveyed to Ralph E. Young by deed of record in Book 5823, page 614, R.O.D.C., being located north of U.S. Highway 70-N, one mile, more or less, westerly of Old Hickory Boulevard, and being more particularly described as follows:

BEGINNING at an iron pin located at the northeasterly corner of property conveyed to Phillip Eugene Derryberry by deed of record in Book 6265, page 580, R.O.D.C., said iron pin being southerly 1,699 feet more or less, as measured along the westerly line of property conveyed to Hugh Fisk by deed of record in Book 2921, page 445, R.O.D.C., and a portion of the westerly line of property conveyed to Carson Eugene Hazelwood by deed of record in Book 6424, page 117, R.O.D.C., from the centerline of Sullivan Hollow Road;

THENCE, with the northerly line of said Derryberry property S 79° 40' 13" W, 770.69 feet to an iron pin;

THENCE, leaving said northerly line with the northerly line of property conveyed to Phillip E. Derryberry by deed of record in Book 5077, page 204, R.O.D.C., the following calls:

N 42° 01' 52" W, 80.35 feet to an iron pin;
N 43° 29' 24" W, 175.62 feet to an iron pin;
N 28° 39' 27" W, 242.46 feet to an iron pin;
N 52° 01' 52" W, 161.96 feet to an iron pin;
S 79° 13' 49" W, 108.66 feet to an iron pin;
S 66° 39' 23" W, 136.45 feet to an iron pin;

THENCE, with the northerly line of property conveyed to Carl E. Becker by deed of record in Book 4934, page 879, R.O.D.C., the following calls:

S 67° 30' 33" W, 109.75 feet to an iron pin;
S 57° 40' 09" W, 109.25 feet to an iron pin;
S 45° 18' 43" W, 162.30 feet to an iron pin;

THENCE, with the easterly line of property conveyed to L.A. Morrissey by deed of record in Book 1020, page 158, R.O.D.C., the following calls:

N 03° 31' 20" E, 915.74 feet to an iron pin;
S 84° 32' 48" E, 346.84 feet to an iron pin;
N 24° 08' 07" W, 982.32 feet to a 24" Hickory;
N 27° 46' 44" W, 455.71 feet to a concrete monument;
N 74° 49' 54" W, 302.16 feet to an iron pin;

N 31° 13' 41" W, 401.14 feet to an iron pin in the southerly line of property conveyed to James T. Hardin by deed of record in Book 6279, page 960, R.O.D.C.;

THENCE with said southerly line, the following calls:

N 52° 07' 13" E, 523.66 feet to an iron pin;
N 77° 34' 39" E, 262.65 feet to an iron pin;
N 84° 30' 07" E, 134.43 feet to an iron pin;

THENCE, with the westerly line of property conveyed to Carol Ann Edde by deed of record in Book 4507, page 877, R.O.D.C., the following calls:

S 20° 55' 33" E, 786.55 feet to an iron pin;
S 78° 18' 33" E, 272.63 feet to an iron pin;
S 25° 33' 46" E, 503.86 feet to a fence corner;

THENCE, with the westerly line of property conveyed to Danny W. Beasley by deed of record in Book 6765, page 497, R.O.D.C., S 26° 02' 18" E, 316.49 feet to an iron pin in the centerline of Sullivan Hollow Road;

THENCE with the westerly line of property conveyed to Hugh Fisk by deed of record in Book 2921, page 445, R.O.D.C., the following calls:

S 26° 52' 51" E, 480.42 feet to a point;
S 23° 02' 41" E, 362.24 feet to a point;
S 25° 16' 36" E, 682.71 feet to a stake at a fence corner;

THENCE, with a portion of the westerly line of property conveyed to Carson Eugene Hazelwood by deed of record in Book 6424, page 117, R.O.D.C., S 24° 24' 43" E, 173.56 feet to the point of beginning.

Containing 3,012,270 square feet or 69.15 acres, more or less.

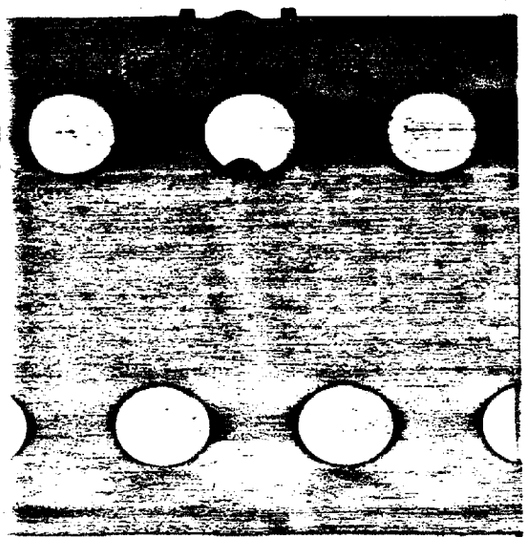
INCLUDED IN THE ABOVE DESCRIBED PROPERTY, BUT EXCLUDED THEREFROM IS THE FOLLOWING PARCEL OF REAL ESTATE, WHICH IS BEING RETAINED BY RALPH E. YOUNG:

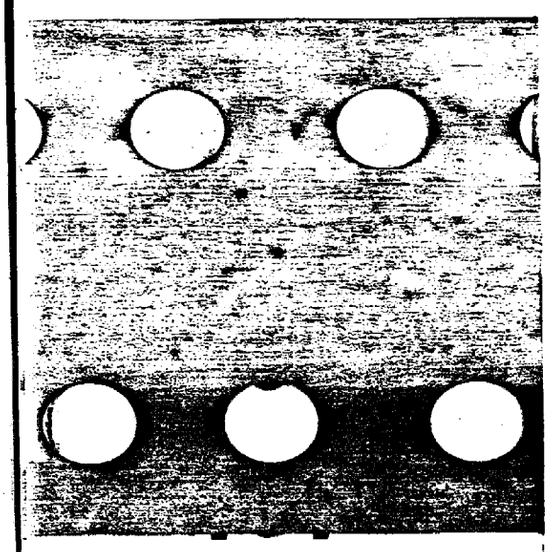
Being part of the Ralph E. Young property as described in Book 5823 page 614, Davidson County, Tennessee and lying in the 2nd Civil District, and being on Sullivan Hollow Road approximately 1 mile west of Old Charlotte Pike, and described as follows:

Beginning at a point in the center of Sullivan Hollow Road said point being N 26° 52' 51" W 12.66 feet from an existing Iron Pin by a fence corner; thence with the center of Sullivan Hollow Road, S 67° 01' 48" W 252.00 feet to an Iron Pin set in the center of said road; thence leaving said road N 26° 02' 18" W 346.15 feet to an Iron Pin set in a field; thence N 67° 01' 48" E 252.25 feet to an Iron Pin in a fence; thence S 25° 33' 46" E 29.65 feet to a fence post; thence S 26° 02' 18" E 316.49 feet to the point of beginning and containing 2.000 acres more or less.

Being a portion of the property conveyed to Ralph E. Young by Installment Deed from Sandra Kay Gregory, Conservator for Carol Joan Greer of record in Book 5823, page 614, Register's Office for Davidson County, Tennessee.

34472
IDENTIFICATION REFERENCE
MAY 27 9 58 AM '98
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7555 PAGE 411

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	
				302175.00
			MAMT	
				226631.00
			CON TX	846.16
			MOR TX	224.60
			PRFEE	0.50
			WDEED	21.00
			TOTAL	1092.26
			CHECK	1092.26

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 1735

34472

IDENTIFICATION REFERENCE

MAY 27 9 58 AM '98

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 95876