03/31/93

INSTALLMENT DEED BOOK 8905 PAGE 244

FROM:

Second Street Realty Company,
A Tennessee Corporation

TO:

Sensing Enterprises,
A Tennessee General Partnership

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Sensing Enterprises P.O. Box 1275 Nashville, TN 37202	Sensing Enterprises P.O. Box 1275 Nashville, TN 37202	093-03-0 064.00 093-03-0 066.00 093-03-0 101.00 093-03-0 102.00 093-03-0 103.00 093-03-0 104.00 093-03-0 106.00 093-03-0 109.00

FOR AND IN CONSIDERATION OF $6,941.26 paid by Sensing Enterprises, a Tennessee partnership (hereinafter Grantee), to Second Street Realty Company (hereinafter Grantor), receipt of which is acknowledged by Grantor, and receipt by Grantor of a promissory note made by Grantee to the order of Grantor in the principal of Seven Hundred Thiry Six Thousand Fifty Eight Dollars and 74/100 ($736,058.74) payable in monthly installments of $6,941.26 each beginning May 1, 1993 for a term of 15 years, which installments will include interest of 7 1/2% per annum on the unpaid principal during the first five years of the term, and thereafter interest at 8 1/4% on the unpaid principal, to secure payment of which note a lien is expressly retained on the land herein conveyed, Grantor has bargained and sold, and by these presents does transfer and convey to Grantee, it successors and assigns, subject however to the lien expressly retained on the land herein conveyed, real property in Nashville, Davidson County, Tennessee, described as follows:

SECTION I: Real property bounded on the south by Boscobel Street, on the east by South Second Street, and on the north by Fatherland Street, containing the following tracts:

FIRST TRACT: Being part of Lot No. 24 on the Plan of the first division of the real estate of John Shelby, deceased, as of record in Plan Book 1, page 11, Chancery Court at Nashville, for said County.

Said part of Lot No. 24 fronts 72 feet on the westerly side of South Second, formerly Barrow, Street and runs back between parallel lines 145 feet to the easterly margin of the fourth tract, infra, which said fourth tract was formerly Alley No. 262-1/2 of the City of Nashville, until closed by Ordinance No. 45-280 of the Mayor and City Council of Nashville.

SECOND TRACT: Being part of Lot No. 24 on the Plan of the first division of the real estate of John Shelby, deceased, as of record in Plan Book 1, page 11, Chancery Court at Nashville, for said County.

Said part of Lot No. 24 fronts 45 feet on the southerly side of Fatherland Street and runs back between parallel lines, with the westerly margin of the fourth tract, infra (which said fourth tract was formerly Alley No. 262-1/2 of the City of Nashville, until closed by Ordinance No. 45-280 of the Mayor and City Council of Nashville), 190 feet to a dead line.

THIRD TRACT: Being Lots Nos. 1, 2, and 3 in the subdivision of Lot 24 on the Plan of the first division of the real estate of John Shelby, deceased, as of record in Plan Book 1, page 11, Chancery Court at Nashville, the plan of said subdivision is not of record.

Said Lot No. 1 fronts 38 feet on the westerly side of South Second, formerly Barrow, Street and runs back between parallel lines, with the southerly margin of Fatherland Street, 145 feet to the easterly margin of the fourth tract, infra, which said fourth tract was formerly Alley No. 262-1/2 of the City of Nashville, until closed by Ordinance No. 45-280 of the Mayor and City Council of Nashville.

Said Lots Nos. 2 and 3 front 40 feet each on the westerly side of South Second, formerly Barrow, Street and run back between parallel lines 145 feet to the easterly margin of the fourth tract, infra, which said fourth tract was formerly Alley No. 262-1/2 of the City of Nashville, until closed by Ordinance No. 45-280 of the Mayor and City Council of Nashville.

FOURTH TRACT: Being part of Lot No. 24 on the Plan of the first division of the real estate of John Shelby, deceased, as of record in Plan Book 1, page 11, Chancery Court at Nashville, for said County.

Said part of Lot No. 24 fronts 10 feet on the southerly side of Fatherland Street and runs back between parallel lines 190 feet to a dead line, running back on its westerly side with the easterly line of the second tract, supra, and on its easterly side with the westerly line of the third tract and the first tract, supra, same being formerly City of Nashville Alley No. 262-1/2, which was closed by Ordinance No. 45-280 of the Mayor and City Council of the City of Nashville, signed by the Mayor of said City on January 3, 1946.

FIFTH TRACT: Being part of Lot No. 24 on the Plan of the first division of the real estate of John Shelby, deceased, as of record in Plan Book 1, page 11, Chancery Court at Nashville, for said County.

Said part of Lot No. 24 fronts 206 feet on the westerly side of South Second Street, formerly Barrow Street, and runs back between parallel lines with the northerly margin of Boscobel Street 200 feet to the easterly line of Lot No. 25 on the aforesaid Plan.

Said FIRST, SECOND, THIRD, FOURTH and FIFTH TRACTS being the same property conveyed to Second Street Realty Company by warranty deed from A. M. Weesner, E. B. Wilkinson, and Wilbur C. Sensing of record in Book 1454, page 554, R.O.D.C., Tennessee.

SIXTH TRACT: "Beginning at a point on the north margin of Boscobel Street, 200.0 feet west of the intersection of the north margin of Boscobel Street and the west margin of South Second Street, said point being Second Street Realty Company's southwest corner; thence with Second Street Realty Company's west border in a northwesterly direction 140.3 feet to a point. Thence in a southwesterly direction on a line parallel with Boscobel Street, 1.2 feet to a point. Thence in a southerly direction, on a line parallel to, and 9.0 feet in an easterly direction from the centerline of the Louisville and Nashville Railroad Company's Track Number 62C, 143.2 feet to a point on the north margin of Boscobel Street. Thence 28.1 feet in a northeasterly direction, along the north margin of Boscobel Street to the beginning."

"The description of the said property is in accordance with a plat prepared by William L. Waggoner, engineer, of Nashville, Tennessee, dated October 15, 1947.

Being the same property conveyed to Second Street Realty Company, Inc. by deed from Albert J. Wheeler and Nashville Trust Company, co-executors of the estate of Melville M. Wheeler of record in Book 1560, page 97, R.O.D.C., Tennessee."

SEVENTH TRACT: A strip of land 18 feet in width situate in the City of Nashville, Davidson County, Tennessee, the centerline of which is more fully described as follows:

Beginning at Grantor's Valuation Station 10+50.4, being the north line of Boscobel Street, and extending in a northwesterly direction a distance of 404.3 ft., more or less, to Grantor's Valuation Station 14+54.7, being the south line of Fatherland Street; Containing 0.16 of an acre, more or less; All as shown on fragment print of Grantor's Valuation Map V.11, sheet S2 B1, marked Exhibit A-1, attached hereto. The Grantor referred to in this description is CSX Transportation, Inc.

Being the same property conveyed by quitclaim deed from CSX Transportation, Inc. to Second Street Realty Co., Inc. of record in Book 8167, page 868, R.O.D.C., Tennessee.

SECTION II: Real property bounded on the south by Boscobel Street and on the west by South Second Street, and on the north by an alley running parallel to Boscobel Street, containing the following tracts:

FIRST TRACT: Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of John Shelby's Second Addition to Edgefield, now East Nashville, as of record in Book 14, pages 179 and 180, Register's Office for said County, and Plan Book 1, pages 7 to 11, Chancery Court, for said County.

Said Lot No. 14 fronts 100 feet on the northerly side of Boscobel, formerly Watson, Street, and runs back between parallel lines and with the easterly side of South

Second, formerly Barrow, Street, 194 feet to an alley.

Being the same property conveyed to Second Street Realty Company by installment deed from Grace S. Alford of Record in Book 1880, page 266, R.O.D.C., Tennessee.

SECOND TRACT: Land in Davidson County, Tennessee, being the westerly half of Lot No. 15 on the plan of John Shelby's Home Tract, called Shelby's Second Addition to Edgefield, now East Nashville, as of record in Book 14, pages 179 and 180, Register's Office for said County, being the same as the westerly half of Lot No. 15 on plan of Second Division of the Shelby Estate, as of record in Plan Book No. 1, page 63, Chancery Court at Nashville.

Said westerly half of Lot No. 15 fronts 50 feet on the northerly side of Boscobel, formerly Watson, Street, and runs back between parallel lines 194 feet to an alley.

Being the same property conveyed to Second Street Realty Company by installment deed from Beulah M. Martin of Record in Book 2335, page 27, R.O.D.C., Tennessee.

THIRD TRACT: Land in Davidson County, Tennessee, being the easterly half of Lot No. 15 on the plan of the Second Division of the John Shelby Estate, as of record in Plan Book 1, page 63, Chancery Court at Nashville, and Book 14, page 179, Register's Office for said County.

Said part of Lot No. 15 fronts 50 feet on the northerly side of Boscobel, formerly Watson, Street and runs back between parallel lines 194 feet to an alley.

Being the same property conveyed to Second Street Realty Company, a Tennessee Corporation, by deed from Kate J. Goad, of record in Book 3183, page 620, R.O.D.C., Tennessee.

FOURTH TRACT: Land in Davidson County, Tennessee, being the westerly half of Lot No. 16 on the plan of John Shelby's Second Addition to Edgefield, now East Nashville, as of record in Book 14, pages 179 and 180, Register's Office for said County.

Said part of said Lot No. 16 fronts fifty (50) feet on the northerly side of Boscobel, formerly Watson, Street and runs back between parallel lines one hundred ninety four (194) feet to an alley.

Being the same property conveyed to Second Street Realty Company, a Tennessee Corporation, by deed from Amanda O. Rainey, of record in Book 2095, page 37, R.O.D.C., Tennessee.

FIFTH TRACT: Land in Davidson County, Tennessee, being the easterly half of Lot No. 16 on the Plan of John Shelby's Second Addition to Edgefield, now East Nashville, as of record in Book 14, pages 179 and 180, Register's Office for said county.

Said part of Lot No. 16 fronts 50 feet on the northerly side of Boscobel, formerly Watson, Street and runs back between parallel lines 194 feet to an alley.

Being the same property conveyed to Second Street Realty Company by deed from George Hudgins and wife, Bertha May Hudgins of record in Book 2700, page 197, R.O.D.C., Tennessee.

SIXTH TRACT: Land in Davidson County, Tennessee, being

the westerly 40 feet of Lot No. 17 in John Shelby's Addition to Edgefield, now East Nashville, as of record in Book 14, pages 179 and 180, Register's Office for said County.

Said part of said Lot No. 17 fronts 40 feet on the northerly side of Boscobel, formerly Watson, Street and extends back in a northerly direction between parallel lines 194 feet to an alley in the rear.

Being the same property conveyed to Second Street Realty Company, by warranty deed from the Nashville Housing Authority of record in Book 3503, page 151, R.O.D.C., Tennessee.

This is improved property known as various parcels fronting on Boscobel, South Second and Fatherland Streets in Nashville, Tennessee.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, title and interest including Grantor's rights in existing leases, thereto belonging to the Grantee, its successors and assigns, forever; and Grantor covenants with Grantee that Grantor is lawfully seized and possessed of said real property in fee simple, has a good right to convey it, and the same is unencumbered; and Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real property to the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectively securing the payment of said promissory note, and so that court proceedings will not be necessary to enforce the herein described lien in the event of the non-payment of the note according to its terms, or a breach thereof, and for and in consideration of the sum of One and No/100 ($1.00) Dollar to it paid, and other consideration herein mentioned, the receipt and sufficiency of which is hereby acknowledged, Grantee has this day bargained and sold, and does hereby transfer and convey, to _____, Trustee, and his successors in trust, the real property hereinabove described.

TO HAVE AND TO HOLD said real property to the said _____, Trustee, and his successors in trust, forever. Grantee covenants that it is lawfully seized and possessed of said real property, has a good

right to convey it, and that the same is unencumbered.

Grantee further covenants and binds itself, its successors and representatives, to warrant and defend the title to said real property to the said _____, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons. However, this conveyance to the said _____, Trustee, is made IN TRUST to secure the payment of said promissory note and all sums due thereunder and for the uses and trusts herein set forth, and for no other purpose.

No part of the said real property or any interest therein shall be sold or transferred by Grantee without the prior written consent and approval of the owner and holder of the indebtedness secured herein.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of said real property, or for conveyance in lieu of condemnation, are assigned by Grantee to, and will be paid to Grantor or to the owner and holder of the indebtedness secured herein. Upon payment of said proceeds as above provided, the principal balance due on the indebtedness secured herein, and the monthly installments thereafter payable by Grantee, will be reduced accordingly.

Grantee's right of prepayment of all or any part of the indebtedness secured herein having been reserved in the promissory note, herein above referred to, Grantor agrees that upon receipt of any prepayment the release of a certain tract or tracts herein conveyed will not be unreasonably withheld, and that upon receipt of instructions to do so from Grantor or the owner and holder of the indebtedness secured herein, the Trustee will execute and record the appropriate release or releases.

In the event of prepayment as above provided the principal balance due on the indebtedness secured herein, and the monthly installments thereafter payable by Grantee will be reduced accordingly.

In no event will receipt by Grantor or the owner and holder of

the indebtedness secured herein of funds resulting from condemnation or other taking of property, or conveyance in lieu of condemnation, or from prepayment extend or postpone Grantee's obligation to pay monthly installments as herein provided.

Now if Grantee shall pay the indebtedness aforesaid when due, according to the terms of said promissory note, then this instrument is to be of no further force or effect. However, if it fails to pay the said sums of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and holder thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, 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 Davidson County, Tennessee, to sell said real property at the Courthouse door in said County, to the highest bidder, for cash, and free from the statutory right of redemption, equity of redemption, homestead, dower, statutory and elective rights, and all other exemptions of every kind, all of which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. Grantee agrees that the Trustee may, at any time, after default in payment of principal or interest as each falls due respectively, enter and take possession of said land, and shall only account for net rents received by him.

Grantee agrees to keep all of the buildings on said property insured by some reliable insurance company or companies against the usual risks of fire and extended coverage for the sum of the maximum insurable amount, until the sum herein secured is fully paid, and to have the loss made payable on the policy or policies to said Trustee for the benefit of the owner and holder of the debt herein secured. Grantee agrees to keep the improvements on said real property in good repair and preservation and to pay all taxes

and assessments when due; and in case it fails to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under the deed of trust herein contained, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation that may arise on account of the execution and enforcement of this trust.

Second - To pay any unpaid taxes or assessments

Third - To pay said debt, or any balance thereof then remaining unpaid.

Fourth - The residue to be paid to Grantee or to its successors or assigns.

In case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the said Trustee, shall be vested in said successor.

In the event of a sale of said real property under and by virtue of this trust, Grantee, and all persons holding under it, shall be and become tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

The said Trustee, or his successors, may execute the power of sale herein contained and the other powers and rights without giving bond or taking oath.

IN WITNESS WHEREOF, the parties have executed this instrument on this 1st day of April, 1993.

SECOND STREET REALTY COMPANY

By: George W. Warren

Title: Treas.

SENSING ENTERPRISES

By: Wilbur Sensing

Title: partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Amy White Ballard of the state and county mentioned, personally appeared George W. Wessner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Treasurer of the Second Street Realty Company, the within named bargainor, a corporation, and that he as such Treasurer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Treasurer.

Witness my hand and official seal, at office in Nashville, this 1st day of April, 1993.

AMY WHITE BALLARD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Amy White Ballard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 21, 1996

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Amy White Ballard, of the state and county aforementioned, personally appeared Wilbur Sensing, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Sensing Enterprises, the within name bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and official seal, this 1st day of April, 1993.

AMY WHITE BALLARD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Amy White Ballard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 21, 1996

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5905 PAGE 253

The actual consideration or value, whichever is greater, for this transfer is $ 743,200.00.

AFFIANT

Sworn to and subscribed before me this 1st day April, 1993.

AMY WHITE BALLARD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept 21 1996

Maximum principal indebtedness for Tennessee recording tax purposes is $ 446,520.00.

THIS INSTRUMENT PREPARED BY:

ADAMS & WHITEAKER, P.C.
Attorneys at Law
Suite 150, Parkway Towers
404 James Robertson Pkwy.
Nashville, TN 37219-1505

05963

REGISTER'S OFFICE
Apr 2 [illegible] '93
DAVIDSON COUNTY, TN

PICK-UP

1394 04/02 0101 03CHECK 363B.21

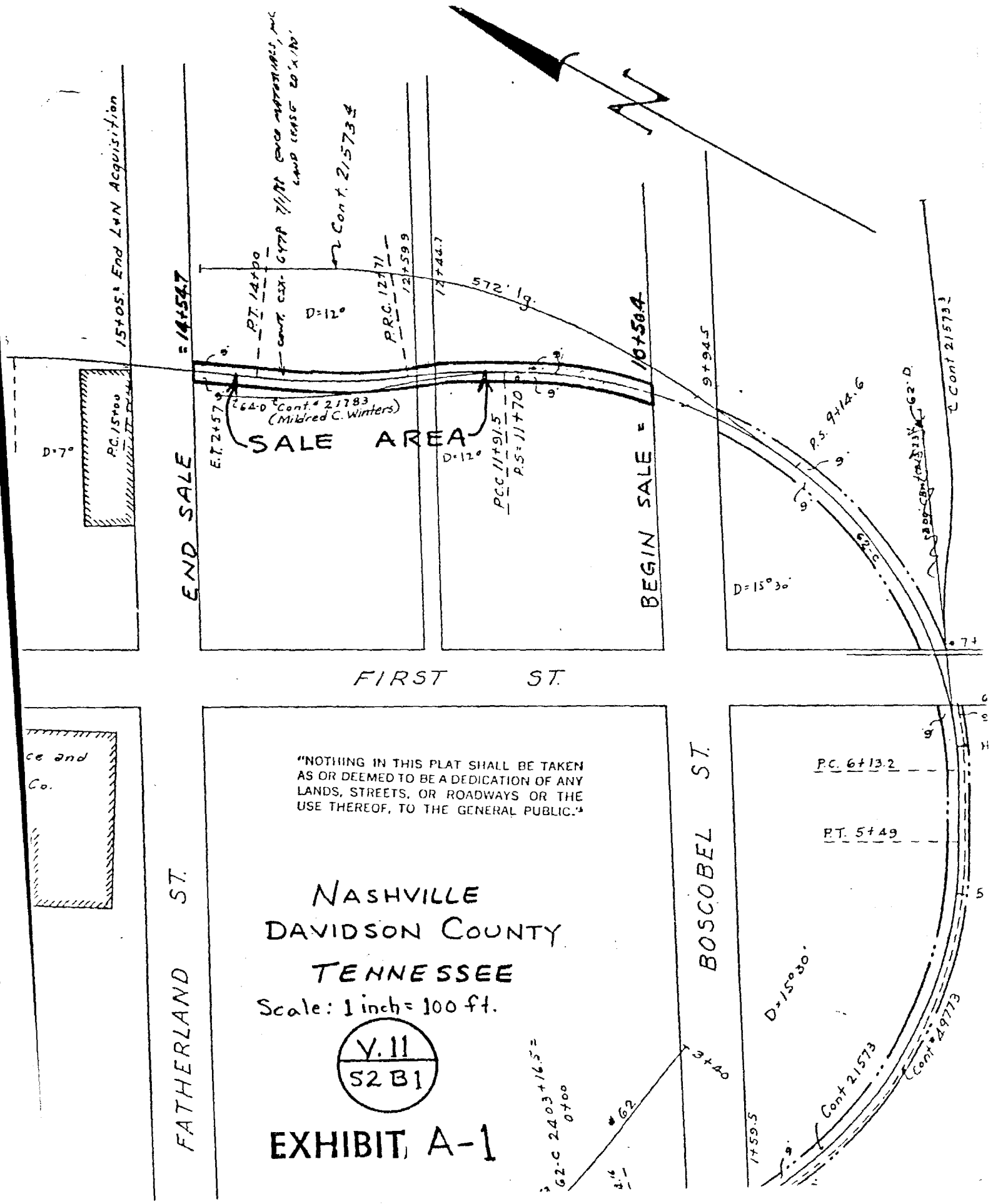
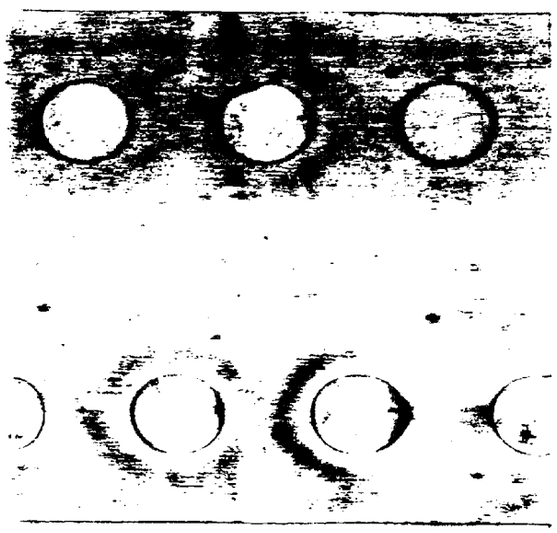


Exhibit A-1 to the installment deed from Second Street Realty Company to Sensing Enterprises dated April 1, 1993.

RECORDED MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

RECEIVED OF _____

FOR _____ BOOK 8905 PAGE 255

CO CONVEYANCE	CC CERTIFIED COPY	MISC - MISCELLANEOUS
MG 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
			CAMT	
				743000.00
			MAMT	
				736058.74
			CON TX	2749.10
			MOR TX	844.17
			PRFEE	1.00
			WDEED	44.00
			TOTAL	3638.27
			CHECK	3638.27

04/02/93 01 10:46 0001 1394

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05963

IDENTIFICATION REFERENCE

APR 2 10 07 AM '93

DAVIDSON COUNTY, TN

No. 636206