Address New Owner:	Tax Bills To:	Map/Parcel Numbers
The Callen Trust c/o Tanya Cordell-Glaize, Trust Administrator P.O. Box 8747 Savannah, GA 31412	Same	093-06-2-079.00
This instrument prepared by: Bradley Arant Boult Cummings, LLP (EHB) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

SUCCESSOR TRUSTEE'S DEED

WHEREAS, Deville Corp., a Florida corporation, by Deed of Trust, Security Agreement and Financing Statement dated November 15, 2005, of record as Instrument No. 20051115-0138111, Register's Office for Davidson County, Tennessee (the "Deed of Trust), transferred and conveyed to Walter H. Neilsen, Trustee, the property described in Exhibit "A" hereto (the "Property") for the benefit of Regions Bank ("Lender"); and

WHEREAS, a Successor Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said Appointment of Successor Trustee being of record as Instrument No. 20121026-0098441, said Register's Office; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid, and Lender, the lawful holder and owner of said debt, has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, at the direction of Lender after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at eleven o'clock ante meridian (11:00 a.m.), November 29, 2012, at 128-130 2nd Avenue North, in Nashville, Tennessee, when and where Lender became the last and highest bidder for cash at the price of Two Million Three Hundred Thousand and 00/100 Dollars ($2,300,000.00); and

WHEREAS, Lender assigned its bid to **THE CALLEN TRUST**, a Florida trust created by Indenture of Trust dated as of May 1, 1985 (the "Trust").

BILL GARRETT, Davidson County
Trans:T20120100075 DEEDTRS
Recvd: 12/31/12 14:35 53 pgs
Fees:268.00 Taxes:8510.00
20121231-0120832

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $2,300,000.00.

Affiant

Subscribed and sworn to before me, this the 28TH day of DECEMBER, 2012.

NOTARY PUBLIC
My Commission Expires:

BARBARA KIMMINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires AUG. 17, 2015

7/2993202.3
111482-301009

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, Tom Lawless, Successor Trustee hereby conveys the Property to Edgar L. T. (Ned) Gay and Mark Beigelman, Successor Co-Trustees for the Trust ("Grantees") and Grantees' successors and/or assigns.

TO HAVE AND TO HOLD the Property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

Tom Lawless, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantees and Grantees' successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty of title, and the sale is expressly subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights, plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

The State of Tennessee - Department of Revenue may claim a lien against any interest of Deville Corp., pursuant to a Notice of State Tax Lien of record as Instrument No. 20121024-0097290, Davidson County Register's Office. The notice required by T.C.A. §67-1-1433(b)(1) has been timely given in order for the Property not to be subject to such lien or claim of lien. The Property, however, after this foreclosure sale, shall be subject to the right of the State of Tennessee to redeem the Property as more fully set forth in T.C.A. §67-1-1433(c)(1). A copy of the notice of sale given to the State of Tennessee, and the response received from the State of Tennessee confirming that the notice was timely and adequate is attached hereto as Exhibit B.

The Property is sold "AS IS," and neither the Trustee nor the beneficiary of the Deed of Trust nor any agent or attorney therefor makes any warranty as to the condition, quality or quantity thereof, including, but not limited to, the enforceability of any lease affecting the Property, the existence or absence of defaults thereunder or the effect of this foreclosure sale on the rights of any party under such a lease.

The property is described as 128-130 2nd Avenue North, Nashville, Davidson County, Tennessee.

Words used herein indicating number or gender shall be read as context may require.

[Signatures on following page]

Dated this 20th day of December, 2012, but effective as of the 29th of November, 2012.

Tom Lawless, as Successor Trustee,
and not otherwise

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of Dec., 2012.

Notary Public
My Commission Expires: 11/3/2015

VIVIAN L. HAMILTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES: November 3, 2015

7/2993202.1
111482-301009

EXHIBIT "A"

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, between First Avenue North and Second Avenue North, north of Broadway, being a portion of Lot 14 on the Plan of the Original Town of Nashville, not of record and being Lots 47 and 49 on the Plan of William Gordon's Subdivision of record in Plat Book 21, page 53, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the easterly margin of Second Avenue North, said point being northerly 301.55 feet along said margin from the northerly margin of Broadway;

THENCE, with said margin, N 27 degrees 01 minutes 52 seconds W, 48.88 feet to a point;

THENCE, leaving said margin, with the southerly line of 132 Second Avenue North, LLC, of record in Instrument No. 200308200121028, R.O.D.C., N 62 degrees 28 minutes 40 seconds E, 210.18 feet to a point in the westerly margin of First Avenue North;

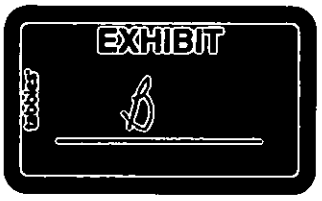
THENCE, with said margin, S 26 degrees 58 minutes 32 seconds E, 48.80 feet to a point;

THENCE, leaving said margin, with the northerly line of DeMoss Partners, L.P., of record in Book 8885, page 280, R.O.D.C., N 62 degrees 27 minutes 18 seconds W, 210.14 feet to the point of beginning.

Containing 10,264 square feet or 0.235 acres, more or less, according to a Survey by Barge, Waggoner, Sumner & Cannon, Inc., dated November 4, 2005, Job No. 32559-00.

Being the same property conveyed to Deville Corp. by deed of record as Instrument No. 20051115-0138110, Registers Office for Davidson County Tennessee.

EXHIBIT "B"



BRADLEY ARANT BOULT CUMMINGS LLP

Emily H. Bowman
Direct: 615.252.2370
Fax: 615.252.6370
ebowmanDe@babc.com

November 1, 2012

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND VIA HAND DELIVERY

Tennessee Department of Revenue
Attn: Wilbur Hooks
Tax Enforcement Division
Andrew Jackson State Office Building
500 Deaderick Street - 4th Floor
Nashville, TN 37242

Re: ***Deville Corporation - Notice of State Tax Lien***
Davidson County Register of Deeds: Instrument No. 20121024-0097290

Dear Mr. Hooks:

We represent Regions Bank, an Alabama banking corporation, successor in interest to AmSouth Bank, and are writing to advise you that, upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in *Exhibit B* attached hereto.

1. **NAME AND ADDRESS OF PERSON SUBMITTING NOTICE**:

Emily H. Bowman, Attorney for the Successor Trustee
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203

2. **NOTICE OF TAX LIEN**: A copy of the tax lien of record as Instrument No. 20121024-0097290, Davidson County Register's Office, containing the name and address of the taxpayer and the date and place the notice of lien was filed, is attached hereto as *Exhibit A*.

3. **DESCRIPTION AND LOCATION OF PROPERTY**: The real property and improvements ("Real Property"), subject to foreclosure is listed in the property description attached hereto as *Exhibit B*. The property is further described as Map/Parcel No. 093-06-2-079.00. A copy of the Deed of Trust, Security Agreement and Financing Statement dated November 15, 2005, of record as Instrument No. 20051115-0138111, Davidson County Register's Office, is attached to this letter as *Exhibit C*.

4. **SALE DATE, TIME, PLACE AND TERMS**: The Property will be sold by public sale at eleven o'clock (11:00 a.m.) on the 29th day of November, 2012, at the property address,

128-130 Second Avenue North, Nashville, Davidson County, Tennesseea, to the highest bidder for cash. A copy of the Notice of Foreclosure Sale is attached to this letter as *Exhibit D.*

5. DESCRIPTION OF DEBT AND SALE EXPENSES: As of October 30, 2012, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest, fees, appraisal and environmental is $2,759,968.48. The per diem rate of interest for every day after today's date is $74.81. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately $19,619.93.

Please acknowledge the enclosed copy of this notice and return in the self-addressed, stamped envelope enclosed for your convenience.

If you require any additional information with respect to this matter, please advise.

Very truly yours,

BRADLEY ARANT BOULT CUMMINGS LLP

By: Emily H. Bowman
Emily H. Bowman

CSS/bjk
Attachments

cc: J. Richard Baker, via e-mail (rick.baker@regions.com)

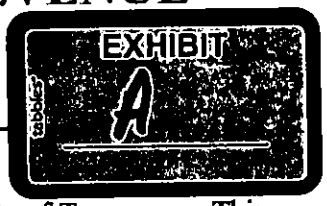
Receipt acknowledged this _____ day of November, 2012.

By: _____
Title: _____

N0007501

5708961121018

TENNESSEE DEPARTMENT OF REVENUE



NOTICE OF STATE TAX LIEN

Pursuant to the provisions of T.C.A. 67-1-1401 et. seq. a lien exists in favor of the State of Tennessee. This lien exists on all property and all rights, title and interest in property acquired prior to or subsequent to the filing of this notice that belongs to the named taxpayer(s).

Notice is hereby given that there have been assessed taxes, penalty, and interest against the indicated taxpayer, which after demand for payment remain unpaid. The precise amount of the lien may be obtained from the State of Tennessee Tax Enforcement Division at (615) 741-7074.

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:

DEVILLE CORPORATION
D/B/A: DEVILLE CORPORATION
2018 E 7TH AVE
TAMPA FL 33605-3902

ENTITY ID:

001 02-0688030/000
001 02-0688030

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on October 19, 2012.

COMMISSIONER OF REVENUE

By: William E. Hasko
Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO	PAGE NO.	DATE	TIME

REGISTER BILL GARRETT, Davidson County
Trans:T20120080585 LIENSTL
Recvd: 10/24/12 08:27 1 pgs
Fees:12.00 Taxes:0.00
20121024-0097290

BY:_____

RV-N0007501

EXHIBIT "B"

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, between First Avenue North and Second Avenue North, north of Broadway, being a portion of Lot 14 on the Plan of the Original Town of Nashville, not of record and being Lots 47 and 49 on the Plan of William Gordon's Subdivision of record in Plat Book 21, page 53, R.O.D.C., and being more particularly described as follows:

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THENCE, with said margin, N 27 degrees 01 minutes 52 seconds W, 48.88 feet to a point;

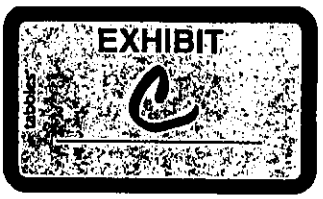
THENCE, leaving said margin, with the southerly line of 132 Second Avenue North, LLC, of record in Instrument No. 200308200121028, R.O.D.C., N 62 degrees 28 minutes 40 seconds E, 210.18 feet to a point in the westerly margin of First Avenue North;

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Containing 10,264 square feet or 0.235 acres, more or less, according to a Survey by Barge, Waggoner, Sumner & Cannon, Inc., dated November 4, 2005, Job No. 32559-00.

Being the same property conveyed to Deville Corp. by deed of record as Instrument No. 20051115-0138110, Registers Office for Davidson County Tennessee.



Maximum principal indebtedness for Tennessee recording tax purposes is $3,000,000.00

This instrument Prepared By:
Walter H. Neilsen, Esq.
WALLER LANSDEN DORTCH & DAVIS, PLLC
511 Union Street, Suite 2700
Nashville, Tennessee 37219-8966

Davidson County DOT
Recvd: 11/15/05 14:27 41 pg
Fees:208.00 Taxes:3447.70
20051115-0138111

DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS IS A FINANCING STATEMENT COVERING FIXTURES TO BE FILED IN THE REAL ESTATE RECORDS PURSUANT TO T.C.A. § 47-9-502.

__X__ IF CHECKED, THIS INSTRUMENT SECURES OBLIGATORY ADVANCES AND IS FOR COMMERCIAL PURPOSES.

THIS DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") dated November 15, 2005 is executed and delivered by Grantor for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Grantor, evidencing Grantor's conveyance to the Trustee.

ARTICLE 1. - Certain Definitions; Granting Clauses; Secured Indebtedness

Section 1.1 Certain Definitions and Reference Terms. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

"Note": The Promissory Note dated November 15, 2005 made by Grantor, payable to the order of Bank in the principal amount of $3,000,000.00 bearing interest as therein provided, which by this reference, is made a part hereof.

"Bank": AmSouth Bank, whose address is 315 Deaderick Street, Nashville, Tennessee 37237-0807.

"Grantor": Deville Corp., a Florida corporation.

"Trustee": Walter H. Neilsen, a resident of Davidson County, Tennessee, or any successor or substitute appointed and designated as herein provided from time to time acting hereunder.

Section 1.2 Mortgaged Property. Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee as Trustee with power of sale, the following:

(a) the real estate (herein called the "Property") described in Exhibit A which is attached hereto and incorporated herein by reference, and (i) all improvements now or hereafter situated or to be situated on the Property (herein together called the "Improvements"); and (ii) all right, title and interest of Grantor, whether now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, appurtenances, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Property or the Improvements; (2) any strips or gores between the Property and abutting or adjacent properties; (3) all options to purchase or lease the Property or the Improvements or any portion thereof or interest therein, and any greater estate in the Property or the Improvements; (4) all claims, actions and causes of action, both in law and in equity, with respect to the Property or the Improvements; and (5) all water and water rights, flowers, shrubs, timber, crops and mineral interests on or pertaining to the Property (the Property, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Project");

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Property or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Property or stored elsewhere) for use or installation in or on the Property or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing to the extent such property was financed with the proceeds of the indebtedness secured by this Deed of Trust (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories");

(c) all (i) plans and specifications for the Improvements; (ii) Grantor's rights, but not liability for any breach by Grantor, under all commitments (including any commitment for financing to pay any of the secured indebtedness, as defined below), insurance policies, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles related to the Project or the Accessories or the operation thereof; (iii) deposits related to the Project or the Accessories (including but not limited to Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Project, and any deposits or reserves hereunder or under any other Loan Document for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Project or the Accessories; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained

in connection with the Project or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Project and the Accessories to the extent such property was financed with the proceeds of the indebtedness secured by this Deed of Trust (without derogation of Article 3 hereof); (vi) fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities of the Property and Improvements; (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, and the proceeds thereof; and (viii) engineering, accounting, title, legal, and other technical or business data concerning the Project which are in the possession of Grantor or in which Grantor can otherwise grant a security interest; and

(d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above in this Section 1.2, including but not limited to proceeds of any sale or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), products, replacements, additions, substitutions, renewals and accessions of any of the foregoing, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.2, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Grantor in any of the property referred to above in this Section 1.2 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Grantor in or to the property demised under the lease creating the leasehold estate;

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Mortgaged Property"), unto Trustee, and his successors or substitutes in this trust, and to his or their successors and assigns, forever in trust, however, upon the terms, provisions and conditions herein set forth.

Section 1.3. Security Interest. Grantor hereby grants to Holder (as hereinafter defined) a security interest in all of the Mortgaged Property which constitutes personal property or fixtures (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Holder shall have all of the rights of a secured party under the Uniform Commercial Code as adopted in Tennessee and in force in any other state to the extent the same is applicable law.

Section 1.4. Note, Loan Documents, Other Obligations. This Deed of Trust is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) the Note, and all other notes given in substitution therefor or in modification, supplement, increase, renewal or extension thereof, in whole or in part (such note or notes, whether one or more, as from time to time renewed, extended, supplemented, increased or modified and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, being collectively hereinafter called the "Note", and Bank, or the subsequent holder at the time in question of the Note or any of the secured indebtedness, as hereinafter defined, being herein called "Holder"); (b) the ISDA Master Agreement (as defined in the Loan Agreement); (c) all indebtedness and other obligations owed by Grantor to Holder now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, this Deed of Trust, or any other document now or hereafter evidencing, governing, guaranteeing, securing or otherwise executed in connection with the loan evidenced by the Note, including but not limited to any loan or credit agreement, tri-party financing agreement, the Environmental Indemnity Agreement, or other agreement between Grantor and Holder, or among Grantor, Holder and any other party or parties, pertaining to the repayment or use of the proceeds of the loan evidenced by the Note (the Note, this Deed of Trust and such other documents, as they or any of them may have been or may be from time to time renewed, extended, supplemented, increased or modified, being herein sometimes collectively called the "Loan Documents"); and (d) all other additional indebtedness of Borrower to Bank, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The indebtedness referred to in this Section 1.4 is hereinafter sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby."

It is the intention of the parties hereto that the Mortgaged Property shall secure the secured indebtedness, and that the priority of Holder's security for the secured indebtedness shall be controlled by the time of proper recording of this Deed of Trust. This Paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Property subsequent to the date of recording of this Deed of Trust that until this Deed of Trust is released, any secured indebtedness owed by Holder by Grantor, including advances made subsequent to the recording of this Deed of Trust, shall be secured with the priority afforded by this Deed of Trust.

ARTICLE 2. · Representations, Warranties and Covenants

Section 2.1. Grantor represents, warrants, and covenants as follows:

(a) Payment and Performance. Grantor will make due and punctual payment of the secured indebtedness. Grantor will timely and properly perform and comply with all of the covenants, agreements, and conditions imposed upon it by this Deed of Trust and the other Loan Documents and will not permit a default to occur hereunder or thereunder. Time shall be of the essence in this Deed of Trust.

(b) Title and Permitted Encumbrances. Grantor has, in Grantor's own right, and Grantor covenants to maintain, lawful, good and marketable title to the Mortgaged Property, is lawfully seized and possessed of the Property and every part thereof, and has the right to convey the same, free and clear of all liens, charges, claims, security interests, and encumbrances except for the liens and security interests securing the Promissory Note, (ii) the matters, if any, set forth under the heading "Permitted Exceptions" in Exhibit B hereto, which are Permitted Exceptions only to the extent the same are valid and subsisting and affect the Mortgaged Property, (iii) the liens and security interests evidenced by this Deed of Trust, (iv) statutory liens for ad valorem taxes on the Mortgaged Property which are not yet due and payable, and (v) other liens and security interests (if any) in favor of Bank (the matters described in the foregoing clauses (i), (ii), (iii) and (iv) being herein called the "Permitted Encumbrances"). Grantor, and Grantor's successors and assigns, will warrant and forever defend title to the Mortgaged Property, subject as aforesaid, to Trustee and his successors or substitutes and assigns, against the claims and demands of all persons claiming or to claim the same or any part thereof. Grantor will punctually pay, perform, observe and keep all covenants, obligations and conditions in or pursuant to any Permitted Encumbrance and will not modify or permit modification of any Permitted Encumbrance without the prior written consent of Holder. Inclusion of any matter as a Permitted Encumbrance does not constitute approval or waiver by Holder of any existing or future violation or other breach thereof by Grantor, by the Mortgaged Property or otherwise. No part of the Mortgaged Property constitutes all or any part of the homestead of Grantor. If any right or interest of Holder in the Mortgaged Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly, Trustee and Holder, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such steps as in their discretion may be proper for the defense of any such legal proceedings or the protection of such right or interest of Holder, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of adverse claims. All expenditures so made of every kind and character shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Holder or Trustee (as the case may be), and the

party (Holder or Trustee, as the case may be) making such expenditures shall be subrogated to all rights of the person receiving such payment.

(c) Taxes and Other Impositions. Grantor will pay, or cause to be paid, all taxes, assessments and other charges or levies imposed upon or against or with respect to the Mortgaged Property or the ownership, use, occupancy or enjoyment of any portion thereof, or any utility service thereto, as the same become due and payable, including but not limited to all ad valorem taxes assessed against the Mortgaged Property or any part thereof, and shall deliver promptly to Holder such evidence of the payment thereof as Holder may require. Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such tax assessments by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such tax or assessments at the time and in the manner provided herein, unless Grantor has given prior written notice to Holder of Grantor's intent to so contest or object to a tax or assessment, and unless, at Holder's sole option, (1) Grantor shall demonstrate to Holder's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such tax or assessment prior to final determination of such proceedings; or (2) Grantor shall furnish a good and sufficient bond of surety as requested by and satisfactory to Holder; or (3) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(d) Insurance. Grantor shall obtain and maintain at Grantor's sole expense: (1) mortgagee title insurance issued to Holder covering the Project as required by Holder and periodic endorsements to such mortgagee title insurance as required by Holder; (2) all-risk insurance with respect to all insurable Mortgaged Property, against loss or damage by fire, lightning, windstorm, explosion, hail, tornado and such hazards as are presently included in so-called "all-risk" coverage and against such other insurable hazards as Holder may require, in an amount not less than 100% of the full replacement cost, including the cost of debris removal, without deduction for depreciation and sufficient to prevent Grantor and Holder from becoming a coinsurer, such insurance to be in builder's risk (non-reporting) form during and with respect to any construction on the Project; (3) if and to the extent any portion of the Improvements is in a special flood hazard area, a flood insurance policy in an amount equal to the lesser of the replacement value of the Improvements or the maximum amount of flood insurance available; (4) commercial general liability insurance, on an "occurrence" basis, for the benefit of Grantor and Holder as an additional insured; (5) statutory workers' compensation insurance with respect to any work on or about the Project; and (6) such other insurance on the Mortgaged Property as may from time to time be required by Holder (including but not limited to business interruption insurance, boiler and machinery insurance and earthquake insurance) and against other insurable hazards or casualties which at

the time are commonly insured against in the case of premises similarly situated, due regard being given to the height, type, construction, location, use and occupancy of buildings and improvements. All insurance policies shall be issued and maintained by insurers, in amounts, with deductibles, and in form satisfactory to Holder, and shall require not less than thirty (30) days' prior written notice to Holder of any cancellation or change of coverage. All insurance policies maintained, or caused to be maintained, by Grantor with respect to the Mortgaged Property, except for public liability insurance, shall provide that each such policy shall be primary without right of contribution from any other insurance that may be carried by Grantor or Holder and that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. If any insurer which has issued a policy of title, hazard, liability or other insurance required pursuant to this Deed of Trust or any other Loan Document becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding or if in Holder's reasonable opinion the financial responsibility of such insurer is or becomes inadequate, Grantor shall, in each instance promptly upon the request of Holder and at Grantor's expense, obtain and deliver to Holder a like policy (or, if and to the extent permitted by Holder, a certificate of insurance) issued by another insurer, which insurer and policy meet the requirements of this Deed of Trust or such other Loan Document, as the case may be. Without limiting the discretion of Holder with respect to required endorsements to insurance policies, all such policies for loss of or damage to the Mortgaged Property shall contain a standard mortgage clause (without contribution) naming Holder as mortgagee with loss proceeds payable to Holder notwithstanding (i) any act, failure to act or negligence of or violation of any warranty, declaration or condition contained in any such act or negligence of or violation of any warranty, declaration or condition contained in any such policy by any named insured; (ii) the occupation or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of any such policy; (iii) any foreclosure or other action by Holder under the Loan Documents; or (iv) any change in title to or ownership of the Mortgaged Property or any portion thereof, such proceeds to be held for application as provided in the Loan Documents. A satisfactory certificate of insurance shall be delivered to Holder at the time of execution of this Deed of Trust, with premiums fully paid, with a copy of the issued policy including all endorsements to be delivered on a timely basis; and each renewal or substitute policy (or certificate) shall be delivered to Holder, with premiums fully paid, at least ten (10) days before the termination of the policy it renews or replaces. Grantor shall pay all premiums on policies required hereunder as they become due and payable and promptly deliver to Holder evidence satisfactory to Holder of the timely payment thereof. If any loss occurs at any time when Grantor has failed to perform Grantor's covenants and agreements in this paragraph, Holder shall nevertheless be entitled to the benefit of all insurance covering the loss and held by or for Grantor, to the same extent as if it had been made payable to Holder. Upon any foreclosure hereof or transfer of title to the Mortgaged Property in extinguishment of the whole or any part of the secured

indebtedness, all of Grantor's right, title and interest in and to the insurance policies referred to in this Section (including unearned premiums) and all proceeds payable thereunder shall thereupon vest in the purchaser at foreclosure or other such transferee, to the extent permissible under such policies. Holder shall have the right (but not the obligation) to make proof of loss for, settle and adjust any claim under, and receive the proceeds of, all insurance for loss of or damage to the Mortgaged Property, and the expenses incurred by Holder in the adjustment and collection of insurance proceeds shall be a part of the secured indebtedness and shall be due and payable to Holder on demand. Holder shall not be, under any circumstances, liable or responsible for failure to collect or exercise diligence in the collection of any of such proceeds or for the obtaining, maintaining or adequacy of any insurance or for failure to see to the proper application of any amount paid over to Grantor. Any such proceeds received by Holder shall, after deduction therefrom of all reasonable expenses actually incurred by Holder, including attorneys' fees, be applied by the Holder to restoration or repair of the property damaged provided the following conditions are met:

(i) there exists no Default Condition or Default;

(ii) the Grantor presents sufficient evidence to the Holder that there are sufficient funds from the insurance proceeds and from equity funds, if needed, to completely restore or repair the damaged property as well as to maintain relevant debt service coverages and other operating expenses;

(iii) all parties having existing or expected possessory interests in the Property (excluding resident apartment tenants) agree in a manner satisfactory to the Holder that they will continue or extend their interests and arrangements for the contract terms then in effect following the restoration or repair;

(iv) all parties having commitments to provide financing with respect to the Property, to purchase Grantor's interest in full or in part in the Property or to purchase the Loan agree in a manner satisfactory to the Holder that their commitments will continue in full force and effect and, if necessary, the expiration of such commitments will be extended by the time necessary to complete the restoration or repair;

(v) the Grantor presents sufficient evidence to the Holder that the damaged property will be restored prior to the maturity date of the Loan;

(vi) the Holder will not incur any liability to any other person as a result of such use or release of insurance proceeds; and

(vii) the insurance proceeds shall be held by the Holder and disbursed substantially in accordance with the disbursement procedures under the

Loan Agreement as if such proceeds were Loan proceeds as repair or restoration progresses.

If the conditions of this section are not satisfied within ninety (90) days of loss, then the Holder may, at its option, apply any insurance proceeds to the outstanding balance of the Loan.

(e) Reserve for Insurance, Taxes and Assessments. Upon written request of Holder, to secure certain of Grantor's obligations in paragraphs (c) and (d) above, but not in lieu of such obligations, Grantor will deposit with Holder a sum equal to ad valorem taxes, assessments and charges (which charges for the purpose of this paragraph shall include without limitation any recurring charge which could result in a lien against the Mortgaged Property) against the Mortgaged Property for the current year and the premiums for such policies of insurance for the current year, all as estimated by Holder and prorated to the end of the calendar month following the month during which Holder's request is made, and thereafter will deposit with Holder, on each date when an installment of principal and/or interest is due on the Note, sufficient funds (as estimated from time to time by Holder) to permit Holder to pay at least fifteen (15) days prior to the delinquency date thereof, the next maturing ad valorem taxes, assessments and charges and premiums for such policies of insurance. Holder shall have the right to rely upon tax information furnished by applicable taxing authorities in the payment of such taxes or assessments and shall have no obligation to make any protest of any such taxes or assessments. Any excess over the amounts required for such purposes shall be held by Holder for future use, applied to any secured indebtedness or refunded to Grantor, at Holder's option, and any deficiency in such funds so deposited shall be made up by Grantor upon demand of Holder. All such funds so deposited shall bear no interest, may be mingled with the general funds of Holder and shall be applied by Holder toward the payment of such taxes, assessments, charges and premiums when statements therefor are presented to Holder by Grantor (which statements shall be presented by Grantor to Holder a reasonable time before the applicable amount is due); provided, however, that, if a default shall have occurred hereunder, such funds may at Holder's option be applied to the payment of the secured indebtedness in the order determined by Holder in its sole discretion, and that Holder may (but shall have no obligation) at any time, in its discretion, apply all or any part of such funds toward the payment of any such taxes, assessments, charges or premiums which are past due, together with any penalties or late charges with respect thereto. The conveyance or transfer of Grantor's interest in the Mortgaged Property for any reason (including without limitation the foreclosure of a subordinate lien or security interest or a transfer by operation of law) shall constitute an assignment or transfer of Grantor's interest in and rights to such funds held by Holder under this paragraph but subject to the rights of Holder hereunder.

(f) Condemnation. Grantor shall notify Holder immediately of any threatened or pending proceeding for condemnation affecting the Mortgaged Property or arising out of damage to the Mortgaged Property, and Grantor shall, at Grantor's expense, diligently prosecute any such proceedings. Holder shall have the right (but not the obligation) to participate in any such proceeding and to be represented by counsel of its own choice. Holder shall be entitled to receive all sums which may be awarded or become payable to Grantor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for injury or damage to the Mortgaged Property. Grantor shall, promptly upon request of Holder, execute such additional assignments and other documents as may be necessary from time to time to permit such participation and to enable Holder to collect and receipt for any such sums. All such sums are hereby assigned to Holder, and shall, after deduction therefrom of all reasonable expenses actually incurred by Holder, including attorneys' fees, at Holder's option be (1) released to Grantor, or (2) applied (upon compliance with such terms and conditions as may be required by Holder) to repair or restoration of the Mortgaged Property so affected, or (3) applied to the payment of the secured indebtedness in such order and manner as Holder, in its sole discretion, may elect, whether or not due. In any event the unpaid portion of the secured indebtedness shall remain in full force and effect and the payment thereof shall not be excused. Holder shall not be, under any circumstances, liable or responsible for failure to collect or to exercise diligence in the collection of any such sum or for failure to see to the proper application of any amount paid over to Grantor. Holder is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. All costs and expenses (including but not limited to attorneys' fees) incurred by Holder in connection with any condemnation shall be a demand obligation owing by Grantor (which Grantor hereby promises to pay) to Holder pursuant to this Deed of Trust.

(g) Compliance with Legal Requirements. The Mortgaged Property and the use, operation and maintenance thereof and all activities thereon do and shall at all times comply in all material respects with all applicable Legal Requirements (defined below). The Mortgaged Property is not, and shall not be, dependent on any other property or premises or any interest therein other than the Mortgaged Property to fulfill any requirement of any Legal Requirement. Grantor shall not, by act or omission, permit any building or other improvement not subject to the lien of this Deed of Trust to rely on the Mortgaged Property or any interest therein to fulfill any requirement of any Legal Requirement. No part of the Mortgaged Property constitutes a nonconforming use under any zoning, utility, building, health environmental and operating permits from the governmental authorities having jurisdiction over the Mortgaged Property. If Grantor receives a notice or claim from any person that the Mortgaged Property, or any use, activity, operation or maintenance thereof or thereon, is not in compliance with any Legal

Requirement, Grantor will promptly furnish a copy of such notice or claim to Holder. Grantor has received no notice and has no knowledge of any such noncompliance. As used in this Deed of Trust: (i) the term "Legal Requirement" means any Law (defined below), agreement, covenant, restriction, easement or condition (including, without limitation of the foregoing, any condition or requirement imposed by any insurance or surety company), as any of the same now exists or may be changed or amended or come into effect in the future; and (ii) the term "Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, permit, authorization, decision, order, injunction or decree, domestic or foreign.

(h) Maintenance, Repair and Restoration. Grantor will keep the Mortgaged Property in first class order, repair, operating condition and appearance, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, and will not allow any of the Mortgaged Property to be misused, abused or wasted or to deteriorate. Notwithstanding the foregoing, Grantor will not, without the prior written consent of Holder, (i) remove from the Mortgaged Property any fixtures or personal property covered by this Deed of Trust except such as is replaced by Grantor by an article of equal suitability and value, owned by Grantor, free and clear of any lien or security interest (except that created by this Deed of Trust), or (ii) make any structural alteration to the Mortgaged Property or any other alteration thereto which impairs the value thereof. If any act or occurrence of any kind or nature (including any condemnation or any casualty for which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Mortgaged Property, Grantor shall give prompt notice thereof to Holder and Grantor shall promptly, at Grantor's sole cost and expense and regardless of whether insurance of condemnation proceeds (if any) shall be available or sufficient for the purpose, commence and continue diligently to completion to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to the damage, loss or destruction.

(i) No Other Liens. Grantor will not, without the prior written consent of Holder, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Mortgaged Property, or any part thereof, other than the Permitted Encumbrances, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Deed of Trust, and should any of the foregoing become attached hereafter in any manner to any part of the Mortgaged Property without the prior written consent of Holder, Grantor will cause the same to be promptly discharged and released. Grantor shall have the right to contest any such lien(s) pursuant to the provisions of Section 5.1(a) of the Loan Agreement. Grantor will own all parts of the Mortgaged

Property subject to the Permitted Exceptions and will not acquire any fixtures, equipment or other property forming a part of the Mortgaged Property pursuant to a lease, license, security agreement or similar agreement, whereby any party has or may obtain the right to repossess or remove same, without the prior written consent of Holder. If Holder consents to the voluntary grant by Grantor of any lien, security interest, or other encumbrance (hereinafter called "Subordinate Mortgage") covering any of the Mortgaged Property or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable as to a Subordinate Mortgage, any such Subordinate Mortgage shall contain express covenants to the effect that: (1) the Subordinate Mortgage is unconditionally subordinate to this Deed of Trust and all Leases (hereinafter defined); (2) if any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Mortgage, no tenant of any of the Leases (hereinafter defined) shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Holder; (3) Rents (hereinafter defined), if collected by or for the holder of the Subordinate Mortgage, shall be applied first to the payment of the secured indebtedness then due and expenses incurred in the ownership, operation and maintenance of the Mortgaged Property in such order as Holder may determine, prior to being applied to any indebtedness secured by the Subordinate Mortgage; (4) written notice of default under the Subordinate Mortgage and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Mortgage or to seek the appointment of a receiver for all or any part of the Mortgaged Property shall be given to Holder with or immediately after the occurrence of any such default or commencement; and (5) neither the holder of the Subordinate Mortgage, nor any purchaser at foreclosure thereunder, nor anyone claiming by, through or under any of them shall succeed to any of Grantor's rights hereunder without the prior written consent of Holder.

(j) Operation of Mortgaged Property. Grantor will operate the Mortgaged Property in a good and workmanlike manner and in accordance with all Legal Requirements and will pay all fees or charges of any kind in connection therewith. Grantor will keep the Mortgaged Property occupied so as not to impair the insurance carried thereon. Grantor will not use or occupy or conduct any activity on, or allow the use or occupancy of or the conduct of any activity on, the Mortgaged Property in any manner which violates any Legal Requirement or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Grantor will not initiate or permit any zoning reclassification of the Mortgaged Property or seek any variance under existing zoning ordinances applicable to the Mortgaged Property or use or permit the use of the Mortgaged Property in such a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances or other Legal Requirement. Grantor will not impose any easement, restrictive covenant or encumbrance upon the Mortgaged Property, execute or file

any subdivision plat or condominium declaration affecting the Mortgaged Property or consent to the annexation of the Mortgaged Property to any municipality, without the prior written consent of Holder. Grantor will not do or suffer to be done any act whereby the value of any part of the Mortgaged Property may be lessened. Grantor will preserve, protect, renew, extend and retain all material rights and privileges granted for or applicable to the Mortgaged Property. Without the prior written consent of Holder, there shall be no drilling or exploration for or extraction, removal or production of any mineral, hydrocarbon, gas, natural element, compound or substance (including sand and gravel) from the surface or subsurface of the Property regardless of the depth thereof or the method of mining or extraction thereof. Grantor will cause all debts and liabilities of any character (including without limitation all debts and liabilities for labor, material and equipment and all debts and charges for utilities servicing the Mortgaged Property) incurred in the construction, maintenance, operation and development of the Mortgaged Property to be promptly paid, before delinquent or post sufficient security for the payment of same.

(k) Financial Matters. Grantor is solvent after giving effect to all borrowings contemplated by the Loan Documents and no proceeding under any Debtor Relief Law (hereinafter defined) is pending (or, to Grantor's knowledge, threatened) by or against Grantor, or any affiliate of Grantor, as a debtor. All reports, statements, plans, budgets, applications, agreements and other data and information heretofore furnished or hereafter to be furnished by or on behalf of Grantor to Holder in connection with the loan or loans evidenced by the Loan Documents (including, without limitation, all financial statements and financial information) are and will be true, correct and complete in all material respects as of their respective dates and do not and will not omit to state any fact or circumstance necessary to make the statements contained therein not misleading. No material adverse change has occurred since the dates of such reports, statements and other data in the financial condition of Grantor or, to Grantor's knowledge, of any tenant under any lease described therein. For the purposes of this paragraph, "Grantor" shall also include any person liable directly or indirectly for the secured indebtedness or any part thereof and any joint venturer or general partner of Grantor.

(l) Status of Grantor; Suits and Claims; Loan Documents. If Grantor is a corporation, partnership, or other legal entity, Grantor is and will continue to be (i) duly organized, validly existing and in good standing under the laws of its state of organization, (ii) authorized to do business in, and in good standing in, each state in which the Mortgaged Property is located, and (iii) possessed of all requisite power and authority to carry on its business and to own and operate the Mortgaged Property. Each Loan Document executed by Grantor has been duly authorized, executed and delivered by Grantor, and the obligations thereunder and the performance thereof by Grantor in accordance with their terms

are and will continue to be within Grantor's power and authority (without the necessity of joinder or consent of any other person), are not and will not be in contravention of any Legal Requirement to which Grantor or the Mortgaged Property is subject, and do not and will not result in the creation of any encumbrance against any assets or properties of Grantor, or any other person liable, directly or indirectly, for any of the secured indebtedness, except as expressly contemplated by the Loan Documents. Except as disclosed to Holder in writing, there is no material suit, action, claim, investigation, inquiry, proceeding or demand pending (or, to Grantor's knowledge, threatened) against Grantor or against any other person or party liable directly or indirectly for the secured indebtedness which affects the Mortgaged Property (including, without limitation, any which challenges or otherwise pertains to Grantor's title to the Mortgaged Property) or the validity, enforceability or priority of any of the Loan Documents. The Loan Documents constitute legal, valid and binding obligations of Grantor (and of each guarantor, if any) enforceable in accordance with their terms, except as the enforceability thereof may be limited by Debtor Relief Laws (hereinafter defined) and except as the availability of certain remedies may be limited by general principles of equity. Grantor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined therein and in any regulations promulgated thereunder). The loan evidenced by the Note is solely for business purposes, and is not for personal, family, household or agricultural purposes. Grantor will not cause or permit any change to be made in its name, identity, corporate or partnership structure or ownership structure, without the prior written consent of Mortgagee. Grantor's principal place of business and chief executive office, and the place where Grantor keeps its books and records concerning the Mortgaged Property, has for the preceding twelve months been and will continue to be (unless Grantor notifies Holder of any change in writing prior to the date of such change) the address of Grantor set forth at the end of this Deed of Trust.

(m) Certain Environmental Matters. Grantor and Bank have entered into an Environmental Indemnity Agreement of even date herewith, which is incorporated herein by reference. The Environmental Indemnity Agreement shall be considered as one of the Loan Documents.

(n) Further Assurances. Grantor will, promptly on written request of Holder, (i) correct any defect, error or omission which may be discovered in the contents, execution or acknowledgment of this Deed of Trust or any other Loan Document; (ii) execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements, and assignments of rents or leases) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Deed of Trust and the other Loan

Documents, to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby (including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Mortgaged Property) or as deemed advisable by Holder to protect the lien or the security interest hereunder against the rights or interests of third persons; and (iii) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Holder to enable Holder to comply with the requirements or requests of any agency having jurisdiction over Holder or any examiners of such agencies with respect to the indebtedness secured hereby, Grantor or the Mortgaged Property. Grantor shall pay all costs connected with any of the foregoing, which shall be a demand obligation owing by Grantor (which Grantor hereby promises to pay) to Holder pursuant to this Deed of Trust.

(o) Fees and Expenses. Without limitation of any other provisions of this Deed of Trust or of any other Loan Document and to the extent not prohibited by applicable law, Grantor will pay, and will reimburse to Holder and/or Trustee on demand to the extent paid by Holder and/or Trustee: (i) all appraisal fees, filing and recording fees, taxes, brokerage fees and commissions, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, uniform commercial code search fees, escrow fees, reasonable attorneys' fees, architect fees, construction consultant fees, environmental inspection fees, survey fees, and all other out-of-pocket costs and expenses of every character incurred by Grantor or Holder and/or Trustee in connection with the preparation of the Loan Documents, the evaluation, closing and funding of the loan evidenced by the Loan Documents, and any and all amendments and supplements to this Deed of Trust, the Note or any other Loan Documents or any approval, consent, waiver, release or other matter requested or required hereunder or thereunder, or otherwise attributable or chargeable to Grantor as owner of the Mortgaged Property; and (ii) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, hereunder or under any other Loan Document.

(p) Indemnification.

(i) Grantor will indemnify and hold harmless Holder and Trustee from and against, and reimburse them on demand for, any and all Indemnified Matters (defined below). For purposes of this paragraph (p), the terms "Holder" and "Trustee" shall include the directors, officers, partners, employees and agents of Trustee and Holder, respectively, and any persons owned or controlled by, owning or controlling, or under common control or affiliated with Holder or Trustee, respectively. Without limitation, the foregoing indemnities shall apply to each indemnified person with respect to the Indemnified Matters, which in whole or in part are caused by or arise out of the negligence of such (and/or any other)

indemnified person. However, such indemnities shall not apply to a particular indemnified person to the extent that the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of that indemnified person. Any amount to be paid under this paragraph (p) by Grantor to Holder and/or Trustee shall be a demand obligation owing by Grantor (which Grantor hereby promises to pay) to Holder and/or Trustee pursuant to this Deed of Trust. Nothing in this paragraph, elsewhere in this Deed of Trust or in any other Loan Document shall limit or impair any rights or remedies of Holder and/or Trustee (including without limitation any rights of contribution or indemnification) against Grantor or any other person under any other provision of this Deed of Trust, any other Loan Document, any other agreement or any applicable Legal Requirement.

(ii) As used herein, the term "Indemnified Matters" means any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation, reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, whether or not such claim is ultimately defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be imposed upon, asserted against or incurred or paid by Holder and/or Trustee at any time and from time to time, wherever imposed, asserted or incurred, because of, resulting from, or arising out of any transaction, act, omission, event or circumstance reasonably related to the Mortgaged Property or with this Deed of Trust or any other Loan Document, including but not limited to any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever at any time on or before the Release Date, any act performed or omitted to be performed hereunder or under any other Loan Document, any breach by Grantor of any representation, warranty, covenant, agreement or condition contained in this Deed of Trust or in any other Loan Document, any default as defined herein, any claim under or with respect to any Lease (hereinafter defined). The term "Release Date" as used herein means the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Deed of Trust has been released, or (ii) the date on which the lien of this Deed of Trust is fully and finally foreclosed or a conveyance by deed in lieu of such foreclosure is fully and finally effective, and possession of the Mortgaged Property has been given to the purchaser or grantee free of occupancy and claims to occupancy by Grantor and Grantor's heirs, devisees, representatives, successors and assigns; provided, that if such payment, performance, release, foreclosure or conveyance is challenged, in bankruptcy proceedings or otherwise, the Release Date shall be deemed not to have occurred until such challenge is rejected, dismissed or withdrawn with prejudice. The indemnities in this paragraph (p) shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Deed of Trust but will survive

the Release Date, foreclosure of this Deed of Trust or conveyance in lieu of foreclosure, the repayment of the secured indebtedness, the discharge and release of this Deed of Trust and the other Loan Documents, any bankruptcy or other debtor relief proceeding, and any other event whatsoever. Holder and/or Trustee shall not enter into an agreement for the settlement of any such claim or judgment until after ten (10) days' written notice to Grantor that Holder and/or Trustee intend to enter into such an agreement.

(q) Records and Financial Reports. Grantor will keep accurate books and records in accordance with sound accounting principles in which full, true and correct entries shall be promptly made with respect to the Mortgaged Property and the operation thereof, and will permit all such books and records to be inspected and copied, and the Mortgaged Property to be inspected and photographed, by Holder and its representatives during normal business hours and at any other reasonable times. Grantor will furnish to Holder at Grantor's expense all evidence which Holder may from time to time reasonably request as to compliance with all provisions of the Loan Documents. Any inspection or audit of the Mortgaged Property or the books and records of Grantor, or the procuring of documents and financial and other information, by or on behalf of Holder shall be for Holder's protection only, and shall not constitute any assumption of responsibility to Grantor or anyone else with regard to the condition, construction, maintenance or operation of the Mortgaged Property nor Holder's approval of any certification given to Holder nor relieve Grantor of any of Grantor's obligations. Holder may from time to time assign or grant participations in the secured indebtedness and Grantor consents to the delivery by Holder to any acquirer or prospective acquirer of any interest or participation in or with respect to all or part of the secured indebtedness such information as Holder now or hereafter has relating to the Mortgaged Property, Grantor, any party obligated for payment of any part of the secured indebtedness, any tenant or guarantor under any lease affecting any part of the Mortgaged Property and any agent or guarantor under any management agreement affecting any part of the Mortgaged Property.

(r) Taxes on Note or Deed of Trust. Grantor will promptly pay all income, franchise and other taxes owing by Grantor and any stamp taxes or other taxes (unless such payment by Grantor is prohibited by law) which may be required to be paid with respect to the Note, this Deed of Trust or any other instrument evidencing or securing any of the secured indebtedness or any Loan Document. In the event of the enactment after this date of any law of any governmental entity applicable to Holder, the Note, the Mortgaged Property or this Deed of Trust deducting from the value of property for the purpose of taxation any lien or security interest thereon, or imposing upon Holder the payment of the whole or any part of the taxes for assessments or charges or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of deeds of trust or mortgages or security agreements or debts secured by deeds of trust or mortgage or

security agreements or the interest of the mortgagee or secured party in the property covered thereby, or the manner of collection of such taxes, so as to affect this Deed of Trust or the indebtedness secured hereby or Holder, then, and in any such event, Grantor, upon demand by Holder, shall pay such taxes, assessments, charges or liens, or reimburse Holder therefor.

(s) Statement Concerning Note or Deed of Trust. Grantor shall at any time and from time to time furnish within seven (7) days of request by Holder a written statement in such form as may be required by Holder stating that (i) the Note, this Deed of Trust and the other Loan Documents are valid and binding obligations of Grantor, enforceable against Grantor in accordance with their terms; (ii) the unpaid principal balance of the Note; (iii) the date to which interest on the Note is paid; (iv) the Note, this Deed of Trust and the other Loan Documents have not been released, subordinated or modified; and (v) there are no offsets or defenses against the enforcement of the Note, this Deed of Trust or any other Loan Document. If any of the foregoing statements are untrue, Grantor shall, alternatively, specify the reasons therefor.

(t) Appraisal. Holder may at its option obtain at Grantor's expense, at any time during the term of the secured indebtedness, as reasonably requested by Holder, an appraisal of the Mortgaged Property or any part thereof prepared in accordance with written instructions from Holder by a third-party appraiser engaged directly by Holder. Each such appraiser and appraisal shall be satisfactory to Holder. The costs of each such appraisal shall be a part of the secured indebtedness and shall be payable by Grantor to Holder on demand (which obligation Grantor hereby promises to pay).

(u) No Archeological Encumbrances. Grantor warrants that to its actual knowledge, without inquiry, the Mortgaged Property does not include any cemetery, Indian burial ground or village, or any other matter of archeological significance that would require the notification or consent of any persons or entity (including, without limitation, the Division of Archaeology of the Tennessee Department of Conservation) in connection with any excavation or construction thereon.

Section 2.2. Performance by Holder on Grantor's Behalf. Grantor agrees that, if Grantor fails to perform any act or to take any action which under any Loan Document Grantor is required to perform or take, or to pay any money which under any Loan Document Grantor is required to pay and such failure shall be continuing beyond the expiration of any applicable cure period, Holder, in Grantor's name or its own name, may, but shall not be obligated to perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Holder and any money so paid by Holder shall be a demand obligation owing by Grantor to Holder (which obligation Grantor hereby promises to pay), shall be a part of the

indebtedness secured hereby, and Holder, upon making such payment, shall be subrogated to all of the rights of the person, entity or body politic receiving such payment. Holder and its designees shall have the right to enter upon the Mortgaged Property at any time and from time to time for any such purposes. No such payment or performance by Holder shall waive or cure any default or waive any right, remedy or recourse of Holder. Each amount due and owing by Grantor to Holder pursuant to this Deed of Trust shall bear interest, from the date such amount becomes due until paid, at the rate per annum provided in the Note for interest on past due principal owed on the Note but never in excess of the maximum nonusurious amount permitted by applicable law, which interest shall be payable to Holder on demand; and all such amounts, together with such interest thereon, shall automatically and without notice be a part of the indebtedness secured hereby.

Section 2.3. Absence of Obligations of Holder with Respect to Mortgaged Property. Notwithstanding anything in this Deed of Trust to the contrary, including, without limitation, the definition of "Mortgaged Property" and/or the provisions of Article 3 hereof, (i) to the extent permitted by applicable law, the Mortgaged Property is composed of Grantor's rights, title and interests therein but not Grantor's obligations, duties or liabilities pertaining thereto, (ii) Holder neither assumes nor shall have any obligations, duties or liabilities in connection with any portion of the items described in the definition of "Mortgaged Property" herein, either prior to or after obtaining title to such Mortgaged Property, whether by foreclosure sale, the granting of a deed in lieu of foreclosure or otherwise, and (iii) Holder may, at any time prior to or after the acquisition of title to any portion of the Mortgaged Property as above described, advise any party in writing as to the extent of Holder's interest therein and/or expressly disaffirm in writing any rights, interest, obligations, duties and/or liabilities with respect to such Mortgaged Property or matters related thereto. Without limiting the generality of the foregoing, it is understood and agreed that Holder shall have no obligations, duties or liabilities prior to or after acquisition of title to any portion of the Mortgaged Property, as lessee under any lease or purchaser or seller under any contract or option unless Holder elects otherwise by written notification.

ARTICLE 3. · Default

Section 3.1. Events of Default. The occurrence of any one of the following shall be an event of default under this Deed of Trust ("Event of Default"):

(a) Failure to Pay Indebtedness. Any of the secured indebtedness is not paid within ten (10) days of the due date thereof, regardless of how such amount may have become due.

(b) Nonperformance of Covenants. Any Event of Default under the Loan Agreement (as Event of Default is defined thereunder).

(c) Transfer of the Mortgaged Property. Any sale, lease, conveyance, assignment, pledge, encumbrance, or transfer of all or any part of the Mortgaged Property of any interest therein, voluntarily or involuntarily, whether by operation of law or otherwise, except: (i) sales or transfers of items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes, owned by Grantor; and (ii) the grant, in the ordinary course of business, of a leasehold interest in a part of the Improvements to a tenant for occupancy, not containing a right or option to purchase and not in contravention of any provision of this Deed of Trust or of any other Loan Document. Holder may, in its sole discretion, waive a default under this paragraph, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which Holder may require: the grantee's integrity, reputation, character, creditworthiness and management ability being satisfactory to Holder in its sole judgment and grantee executing, prior to such sale or transfer, a written assumption agreement containing such terms as Holder may require, a principal paydown on the Note, an increase in the rate of interest payable under the Note, a transfer fee, a modification of the term of the Note, and any other modification of the Loan Documents which Holder may require.

(d) Transfer of Ownership of Grantor. Any sale, pledge, encumbrance, assignment or transfer, voluntarily or involuntarily, whether by operation of law or otherwise, of Grantor or any interest in Grantor, without the prior written consent of Holder.

(e) Grant of Easement, Etc. Without the prior written consent of Holder, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers the Mortgaged Property, or seeks or permits any zoning reclassification or variance, unless such action is expressly permitted by the Loan Documents or does not affect the Mortgaged Property.

(f) Abandonment. The owner of the Mortgaged Property abandons any of the Mortgaged Property.

(g) Default Under Other Lien. A default or event of default occurs under the Promissory Note, any lien, security interest or assignment covering the Mortgaged Property or any part thereof (whether or not Holder has consented, and without hereby implying Holder's consent, to any such lien, security interest or assignment not created hereunder), or the holder of any such lien, security interest or assignment institutes foreclosure for the enforcement of its remedies thereunder.

(h) Destruction. The Mortgaged Property is so demolished, destroyed or damaged that, in the reasonable opinion of Holder, it cannot be restored or rebuilt with available funds to the condition for which it was used before such destruction within a reasonable period of time and in any event prior to the final maturity date of the Note.

(i) Condemnation. (i) Any governmental authority shall require, or commence any proceeding for, the demolition of any building or structure comprising a part of the Project, or (ii) there is commenced any proceeding to condemn or otherwise take pursuant to the power of eminent domain, or a contract for sale or a conveyance in lieu of such a taking is executed which provides for the transfer of, a material portion of the Project, including but not limited to the taking (or transfer in lieu thereof) of any portion which would result in the blockage or substantial impairment of access or utility service to the Improvements or which would cause the Project to fail to comply with any Legal Requirement.

(j) Liquidation, Etc. The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in the State of Tennessee (or in the case of an individual, the death or legal incapacity) of the owner of the Mortgaged Property or any person obligated to pay any part of the secured indebtedness.

(k) Enforceability; Priority. Any Loan Document or the Promissory Note shall for any reason without Holder's specific written consent cease to be in full force and effect, or shall be declared null and void or unenforceable in whole or in part, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by any party thereto other than Holder; or the liens, mortgages or security interests of Holder in any of the Mortgaged Property become unenforceable in whole or in part, or cease to be of the priority herein required, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by Grantor or any person obligated to pay any part of the secured indebtedness.

ARTICLE 4. - Remedies

Section 4.1. Certain Remedies. If an Event of Default shall occur, Holder may (but shall have no obligation to) exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Acceleration. Holder may at any time and from time to time declare any or all of the secured indebtedness immediately due and payable and such secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, notice of acceleration or of intention to accelerate or any other notice or declaration of any kind, all of which are hereby expressly waived by Grantor. Without limitation of the foregoing, upon the occurrence of an Event of Default described in clauses (i), (iii) or (iv) of subparagraph (1) of paragraph (d) of Section 3.1, hereof, all of the secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, or any other notice, declaration or act of any kind, all of which are hereby expressly waived by Grantor.

(b) Foreclosure. At the request of Holder, Trustee, or his successor or substitute, after publishing notice of the time and place of sale at least three (3) different times in some newspaper published in a county in which the Mortgaged Property is located, the first of which publications shall be at least twenty (20) days prior to said sale, shall proceed to sell the Mortgaged Property, at public auction for cash. Any sale made by Trustee hereunder may be as an entirety or in such parcels as Holder may request. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and, if the proceeds of such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Mortgaged Property but Holder shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. Trustee may, after any request or direction by Holder, sell not only the real property but also the Collateral and other interests which are a part of the Mortgaged Property, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property, separately from the remainder of the Mortgaged Property. It shall not be necessary for Trustee to have taken possession of any part of the Mortgaged Property or to have present or to exhibit at any sale any of the Collateral. If the Mortgaged Property is located in two or more counties, it may all be sold in one of the counties if Trustee so elects. Otherwise, the sale shall occur in the county in which the Mortgaged Property is located unless Trustee, in his reasonable discretion, elects to conduct the sale elsewhere. The sale shall be held at such location in the county as the foreclosure notice may specify. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his substitute or successor, and such power of sale may be exercised from time to time and as many times as Holder may deem necessary until all of the Mortgaged Property has been duly sold and all secured indebtedness has been fully paid. In the event any sale hereunder is not completed or is defective in the opinion of Holder, such sale shall not exhaust the power of sale hereunder and Holder shall have the right to cause a subsequent sale or sales to be made hereunder. Any and all statements of fact or other recitals made in any deed or deeds or other conveyances given by Trustee or any successor or substitute appointed hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Holder's having declared all of said indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee or any substitute or successor trustee, or

as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by Holder or by such Trustee, substitute or successor trustee, or as to any other act or thing having been duly done by Holder or by such Trustee, substitute or successor, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Trustee is hereby released from all obligations imposed by statute which can be waived, including any requirement of qualification or bond. It is agreed that Holder, in the event of any sale of the Mortgaged Property, may bid and buy as any third person might, but Holder shall not be required to present cash at the sale except to the extent, if any, by which Holder's bid exceeds the amount of the secured indebtedness, including all expenses of collection and sale provided for herein. Trustee may delegate, in his sole discretion, any authority possessed under this Deed of Trust, including the authority to conduct a foreclosure sale. Without limiting the foregoing, Trustee may retain a professional auctioneer to preside over the bidding, and the customary charge for the auctioneer's services shall be paid from sale proceeds as an expense of sale. If prior to or at any foreclosure sale a third party represents to the Trustee in writing that such party holds the next junior lien to this Deed of Trust (whether by judgment lien, junior deed of trust, or otherwise), the Trustee may disburse surplus proceeds to such third party in an amount not to exceed the amount of lien alleged by the third party in its written statement to the Trustee. A foreclosure sale may be adjourned by Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. The foreclosure sale of the Mortgaged Property shall be conducted for cash to be tendered upon the conclusion of the bidding; provided, however, (i) Trustee may accept a check issued or certified by a local bank as consideration for the sale and (ii) if, in his sole discretion, Trustee announces before or after bidding that, upon the failure of the high bidder to complete the sale for cash within one (1) hour, the Mortgaged Property may be sold to the second highest bidder, and if the high bidder should subsequently fail to complete the purchase within that time, then Trustee may, at his option, close the sale of the Mortgaged Property to the second highest bidder. Holder or Trustee may, after default, advise third parties of the amount (or estimated amount) of principal, interest and expenses that will be outstanding as of the date of any foreclosure sale and may share any other available information regarding the Mortgaged Property. Following the occurrence of a default hereunder, any "release" provision included herein or in any other document whereby Holder agreed to release all or part of the Project upon the payment of less than all of the secured indebtedness shall become void and Holder shall no longer be obligated to release any of the Mortgaged Property until the secured indebtedness has been paid in full. Grantor agrees that Grantor will not bid at any sale hereunder and will not allow others to bid on Grantor's behalf unless, at the time of sale, Grantor has cash sufficient to pay at the sale of the amount of his bid.

(c) Uniform Commercial Code. Without limitation of Holder's rights of enforcement with respect to the Collateral or any part thereof in accordance

with the procedures for foreclosure of real estate, Holder may exercise its rights of enforcement with respect to the Collateral or any part thereof under the Uniform Commercial Code as adopted in Tennessee (or in force in any other state to the extent the same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies: (1) Holder may enter upon Grantor's premises to take possession of, assemble and collect the Collateral or, to the extent and for those items of the Collateral permitted under applicable law, to render it unusable; (2) Holder may require Grantor to assemble the Collateral and make it available at a place Holder designates which is mutually convenient to allow Holder to take possession or dispose of the Collateral; (3) written notice mailed to Grantor as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; (4) any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Mortgaged Property under power of sale as provided in paragraph (b) above in this Section 4.1; (5) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Collateral and the other Mortgaged Property may, at the option of Holder, be sold as a whole; (6) it shall not be necessary that Holder take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (7) with respect to application of proceeds of disposition of the Collateral under Section 4.3 hereof, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Holder; (8) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Holder having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Holder, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and (9) Holder may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Holder, including the sending of notices and the conduct of the sale, but in the name and on behalf of Holder.

(e) Lawsuits. Holder may proceed by a suit or suits in equity or at law, whether for collection of the indebtedness secured hereby, the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

(f) Entry on Mortgaged Property. Holder is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the fullest extent permitted by applicable law, to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and all books and records relating thereto, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property. Holder shall not be deemed to have taken possession of the Mortgaged Property or any part thereof except upon the exercise of its right to do so, and then only to the extent evidenced by its demand and overt act specifically for such purpose. All costs, expenses and liabilities of every character incurred by Holder in managing, operating, maintaining, protecting or preserving the Mortgaged Property shall constitute a demand obligation of Grantor (which obligation Grantor hereby promises to pay) to Holder pursuant to this Deed of Trust. If necessary to obtain the possession provided for above, Holder may invoke any and all legal remedies to dispossess Grantor. In connection with any action taken by Holder pursuant to this Section, Holder shall not be liable for any loss sustained by Grantor resulting from any failure to let the Mortgaged Property or any part thereof, or from any act or omission of Holder in managing the Mortgaged Property unless such loss is caused by the willful misconduct and bad faith of Holder, nor shall Holder be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any lease or other agreement relating to the Mortgaged Property or arising under any Permitted Encumbrance or otherwise arising. Grantor hereby assents to, ratifies and confirms any and all actions of Holder with respect to the Mortgaged Property taken under this Section.

(g) Receiver. Holder shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, agrees not to oppose any application therefor by Holder, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Holder to application of Rents as provided in this Deed of Trust. Nothing herein is to be construed to deprive Holder of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Holder in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Holder pursuant to this Deed of Trust.

(h) Termination of Commitment to Lend. Holder may terminate any commitment or obligation to lend or disburse funds under any Loan Document.

(i) Other Rights and Remedies. Holder may exercise any and all other rights and remedies which Holder may have under the Loan Documents, or at law or in equity or otherwise.

Section 4.2. Effective as Mortgage. This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default may be foreclosed as to any of the Mortgaged Property in any manner permitted by applicable law, and any foreclosure suit may be brought by Trustee or by Holder; and to the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Grantor hereby mortgages the Mortgaged Property to Holder. In the event a foreclosure hereunder shall be commenced by Trustee, or his substitute or successor, Holder may at any time before the sale of the Mortgaged Property direct trustee to abandon the sale, and may then institute suit for the collection of the Note and/or any other secured indebtedness, and for the foreclosure of this Deed of Trust. It is agreed that if Holder should institute a suit for the collection of the Note or any other secured indebtedness and for the foreclosure of this Deed of Trust, Holder may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, his substitute or successor to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust.

Section 4.3. Proceeds of Foreclosure. The proceeds of any sale held by Trustee or Holder or any receiver or public officer in foreclosure of the liens and security interests evidenced hereby shall be applied: FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all reasonable attorneys' fees and legal expenses, all court costs and charges of every character, and a reasonable fee to Trustee acting under the provisions of paragraph (b) of Section 4.1 hereof if foreclosed by power of sale as provided in said paragraph, and to payment of the other secured indebtedness, including specifically without limitation the principal, accrued interest and attorneys' fees due and unpaid on the Note and the amounts due and unpaid and owed to Holder under this Deed of Trust, the order and manner of application to the items in this clause FIRST to be in Holder's sole discretion; and SECOND, the remainder, if any there shall be, shall be paid to Grantor, or to Grantor's heirs, devisees, representatives, successors or assigns, or such other persons (including the holder or beneficiary of any inferior lien) as may be entitled thereto by law; provided, however, that if Holder is uncertain which person or persons are so entitled, Holder may interplead such remainder in any court of competent jurisdiction, and the amount of any attorneys' fees, court costs and expenses incurred in such action shall be a part of the secured indebtedness and shall be reimbursable (without limitation) from such remainder.

Section 4.4. Holder as Purchaser. Holder shall have the right to become the purchaser at any sale held by Trustee or substitute or successor or by any receiver or

public officer or at any public sale, and Holder shall have the right to credit upon the amount of Holder's successful bid, to the extent necessary to satisfy such bid, all or any part of the secured indebtedness in such manner and order as Holder may elect.

Section 4.5. Foreclosure as to Matured Debt. Upon the occurrence of a default, Holder shall have the right to proceed with foreclosure (judicial or nonjudicial) of the liens and security interests hereunder without declaring the entire secured indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness; and any such sale shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.3 hereof except that the amount paid under clause FIRST thereof shall be only the matured portion of the secured indebtedness and any proceeds of such sale in excess of those provided for in clause FIRST (modified as provided above) shall be applied to the prepayment (without penalty) of any other secured indebtedness in such manner and order and to such extent as Holder deems advisable, and the remainder, if any, shall be applied as provided in clause SECOND of Section 4.3 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.6. Remedies Cumulative. All rights and remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Trustee and Holder shall, in addition to the rights and remedies provided herein or in any other Loan Document, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Loan Document or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies.

Section 4.7. Holder's Discretion as to Security. Holder may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Holder in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

Section 4.8. Grantor's Waiver of Certain Rights. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for

any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors or assigns, or any and all other persons ever claiming any interest in the Mortgaged Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption (including the statutory right of redemption and the equity of redemption), valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Grantor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Holder under the terms of this Deed of Trust to a sale of the Mortgaged Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of Holder under the terms of this Deed of Trust to the payment of the secured indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

Section 4.9. Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Grantor or Grantor's heirs, devisees, representatives, successors or assigns are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

ARTICLE 5. - Miscellaneous

Section 5.1. Scope of Deed of Trust. This Deed of Trust is a deed of trust and mortgage of both real and personal property, a security agreement, a financing statement and a collateral assignment, and also covers proceeds and fixtures.

Section 5.2. Effective as a Financing Statement. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. This Deed of Trust shall also be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The mailing address of Grantor is the address of Grantor set forth at the end of this Deed of Trust and the address of Holder from which information concerning the security interests hereunder may be obtained is the address of Holder set forth at the end of this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section.

Section 5.3. Notice to Account Debtors. In addition to the rights granted elsewhere in this Deed of Trust, Holder may at any time notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Holder directly.

Section 5.4. Waiver by Holder. Holder may at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing; (b) consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property or any interest therein from the lien and security interest of this Deed of Trust, without the joinder of Trustee; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Holder or Trustee hereunder except to the extent specifically agreed to by Holder in such writing.

Section 5.5. No Impairment of Security. The lien, security interest and other security rights of Holder hereunder or under any other Loan Document shall not be impaired by any indulgence, moratorium or release granted by Holder including, but not limited to, any renewal, extension or modification which Holder may grant with respect to any secured indebtedness or any surrender, compromise, release, renewal, extension, exchange or substitution which Holder may grant in

respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Holder shall not release or impair the lien, security interest or other security rights of Holder hereunder or affect the liability of Grantor or of any endorser, guarantor or surety, or improve the right of any junior lien holder in the Mortgaged Property (without implying hereby Holder's consent to any junior lien).

Section 5.6. Acts Not Constituting Waiver by Holder. Holder may waive any default without waiving any other prior or subsequent default. Holder may remedy any default without waiving the default remedied. Neither failure by Holder to exercise, nor delay by Holder in exercising, nor discontinuance of the exercise of any right, power or remedy (including but not limited to the right to accelerate the maturity of the secured indebtedness or any part thereof) upon or after any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Holder of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Holder and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the secured indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Holder in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Holder of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.7. Grantor's Successor. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor, Holder may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Mortgaged Property, no forbearance on the part of Holder, and no extension of the time for the payment of the indebtedness secured hereby given by Holder shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor hereunder for

the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Each Grantor agrees that it shall be bound by any modification of this Deed of Trust or any of the other Loan Documents made by Holder and any subsequent owner of the Mortgaged Property, with or without notice to such Grantor, and no such modifications shall impair the obligations of such Grantor under this Deed of Trust or any other Loan Document. Nothing in this Section or elsewhere in this Deed of Trust shall be construed to imply Holder's consent to any transfer of the Mortgaged Property.

Section 5.8. Place of Payment; Forum. All secured indebtedness which may be owing hereunder at any time by Grantor shall be payable at the place designated in the Note (or if no such designation is made, at the address of Holder indicated at the end of this Deed of Trust). Grantor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any Tennessee state court, or the United States federal court for the Middle District of Tennessee, sitting in Davidson County, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Mortgaged Property is located, over any suit, action or proceeding arising out of or relating to this Deed of Trust or the secured indebtedness. Grantor hereby agrees and consents to service of process in any such suit, action or proceeding in any Tennessee state court, or any United States federal court, sitting in the county in which the secured indebtedness is payable may be made by certified or registered mail, return receipt requested, directed to Grantor at its address stated in this Deed of Trust, or at a subsequent address of Grantor of which Holder received actual notice from Grantor in accordance with this Deed of Trust, and service so made shall be complete five (5) days after the same shall have been so mailed.

Section 5.9. Subrogation to Existing Liens; Vendor's Lien. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Holder at Grantor's request, and Holder shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interest, charges and encumbrances to which Holder is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Holder, Grantor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the loan evidenced by the Note or of any other secured indebtedness has

been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, no vendor's lien is waived; and Holder shall have, and is hereby granted, a vendor's lien on the Mortgaged Property as cumulative additional security for the secured indebtedness. Holder may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

Section 5.10. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Deed of Trust.

Section 5.11. Compliance with Usury Laws. It is the intent of Grantor and Holder and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Holder and Grantor (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged, chargeable, or received under this Deed of Trust, the Note or any other Loan Document or otherwise, exceed the maximum nonusurious amount permitted by applicable law (the "Maximum Amount"). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Amount, any such construction shall be subject to the provisions of this Section and such document shall ipso facto be automatically reformed and the interest payable shall be automatically reduced to the Maximum Amount, without the necessity of execution of any amendment or new document. If Holder shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the secured indebtedness in the inverse order of its maturity and not to the payment of interest, or refunded to Grantor or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Note or any other secured indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Holder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not

exceed the Maximum Amount. As used in this Section, the term "applicable law" shall mean the laws of the State of Tennessee or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

Section 5.12. Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Holder, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Holder. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Holder shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named Trustee or any substitute or successor trustee, then Holder shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in a written instrument, recorded in the same office in which this Deed of Trust is recorded, executed by Holder and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Mortgaged Property is fully and finally sold hereunder. If Holder is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Mortgaged Property shall vest in the named successor or substitute trustee and he shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to "Trustee" shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.13. No Liability of Trustee. The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Grantor will reimburse Trustee for, and save him harmless against, any and all liability and

expenses which may be incurred by him in the performance of his duties. The foregoing indemnity shall not terminate upon discharge of the secured indebtedness or foreclosure, or release or other termination, of this Deed of Trust.

Section 5.14. Release of Deed of Trust. If all of the secured indebtedness be paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements made in this Deed of Trust are kept and performed, and all obligations, if any, of Holder for further advances have been terminated, then, and in that event only, all rights under this Deed of Trust shall terminate (except to the extent expressly provided herein with respect to indemnifications, representations and warranties and other rights which are to continue following the release thereof) and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Holder in due form at Grantor's cost. Without limitation, all provisions herein for indemnity of Holder or Trustee shall survive discharge of the secured indebtedness and any foreclosure, release or termination of this Deed of Trust.

Section 5.15. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by courier, or by registered or certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified at the end of this Deed of Trust (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by telegram, telex, or facsimile. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery on a regular business day at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason.

Section 5.16. Invalidity of Certain Provisions. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.17. Gender; Titles; Construction. Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in

the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Deed of Trust and not to any particular Article, Section, paragraph or provision. The term "person" and words importing persons as used in this Deed of Trust shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

Section 5.18. Reporting Compliance. Grantor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Note and secured by this Deed of Trust which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Holder to furnish Holder with evidence of such compliance.

Section 5.19. Grantor. Unless the context clearly indicates otherwise, as used in this Deed of Trust, "Grantor" means the grantors named in Section 1.1 hereof or any of them. The obligations of Grantor hereunder shall be joint and several. If any Grantor, or any signatory who signs on behalf of any Grantor, is a corporation, partnership or other legal entity, Grantor and any such signatory, and the person or persons signing for it, represent and warrant to Holder that this instrument is executed, acknowledged and delivered by Grantor's duly authorized representatives. If Grantor is an individual, no power of attorney granted by Grantor herein shall terminate on Grantor's disability.

Section 5.20. Execution; Recording. This Deed of Trust has been or may be executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Deed of Trust, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Deed of Trust shall be deemed to be the date reflected on the first page hereof. Grantor will cause this Deed of Trust and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Holder shall reasonably request and will pay all such indebtedness, recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.21. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the heirs, devisees, representatives, successors and assigns of Grantor, and shall inure to the benefit of Trustee and Holder and shall constitute covenants running with the Property. All references in this Deed of Trust to Grantor shall be deemed to include all such heirs, devisees, representatives, successors and assigns of Grantor.

Section 5.22. Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

Section 5.23. No Partnership, Etc. The relationship between Holder and Grantor is solely that of lender and borrower. Holder has no fiduciary or other special relationship with Grantor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Grantor and Holder or in any way make Holder a co-principal with Grantor with reference to the Mortgaged Property. All agreed contractual duties between or among Holder, Grantor and Trustee are set forth herein and in the other Loan Documents and any additional implied covenants or duties are hereby disclaimed. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

Section 5.24. Secured Indebtedness Not Limited by Statements for Tax and Registration Authorities. Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Holder's agreement with Grantor as provided by this Deed of Trust and by other documents pertaining to the secured indebtedness or the priority of the lien of this Deed of Trust or any advances made hereunder.

Section 5.25. Covenants of Guarantors. As a part of the inducement to Bank to make the loan evidenced by the Note, Grantor may have caused certain other persons to enter into certain guaranty agreements with Bank pertaining to the financing and payment for construction of improvements on the Property. In such event Grantor covenants and agrees that such persons shall fully perform, comply with and abide by such agreements. It is further understood and agreed by Grantor that such representations and agreements by the other persons shall constitute, for the purpose of its obligations hereunder, covenants on behalf of Grantor.

Section 5.26. Applicable Law. THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY TENNESSEE LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

Section 5.27. Disclosure. Holder may, from time to time, sell or offer to sell the secured indebtedness, or interests therein, to one or more assignees or participants and is hereby authorized to disseminate any information Holder now has or hereafter obtains pertaining to the secured indebtedness and the Property, including, without limitation, credit or other information on the Property, Grantor, any of Grantor's principals, any tenant or guarantor under any lease affecting any part of the Property and property manager, to any assignee or participant or prospective assignee or prospective participant, Holder's affiliates, any regulatory body having jurisdiction over Holder and to any other parties as necessary or appropriate in Holder's reasonable judgment. Grantor shall execute, acknowledge and deliver any and all instruments reasonably requested by the Holder in connection therewith and to the extent, if any, specified in any such assignment or participation, such companies, assignees or participants shall have the rights and benefits of this Deed of Trust as such persons would have if such persons were the Bank hereunder.

Section 5.28. Street Address. The street address of the Mortgaged Property (if it presently has a street address) is:

128/130 2nd Avenue North
Nashville, Tennessee 37201

Section 5.29. Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Grantor and Holder with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Grantor and Holder with respect to the matters addressed in the Loan Documents. Grantor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Holder to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this instrument is executed by Grantor as of the date first written on page 1 hereof.

The address of Grantor is:

1207 N. Franklin Street, Suite 101
Tampa, Florida 33602

GRANTOR:

DEVILLE CORP., a Florida corporation

By: _____
Name: Thomas S. Machine
Title: President

Address of Holder is:

AmSouth Bank
315 Deaderick Street-NA 0807
Nashville, Tennessee 37237-0807

11573223

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared THOMAS S. MARINO, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be PRESIDENT of Deville Corp., the within named bargainor, a Florida corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by THOMAS S. MARINO as PRESIDENT.

Witness my hand and seal, at office in TAMPA, FLORIDA this the 11th day of November, 2005.

Debra J. Polak
NOTARY PUBLIC

My Commission Expires: _____

DEBRA J. POLAK
MY COMMISSION # DD 078929
EXPIRES: December 19, 2006
Bonded Thru Notary Public Underwriters

1157322.1

EXHIBIT A
PROPERTY DESCRIPTION

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, between First Avenue North and Second Avenue North, north of Broadway, being a portion of Lot 14 on the Plan of the Original Town of Nashville, not of record and being Lots 47 and 49 on the Plan of William Gordon's Subdivision of record in Plat Book 21, page 53, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the easterly margin of Second Avenue North, said point being northerly 301.55 feet along said margin from the northerly margin of Broadway;

THENCE, with said margin, N 27degrees 01 minutes 52 seconds W, 48.88 feet to a point;

THENCE, leaving said margin, with the southerly line of 132 Second Avenue North, LLC, of record in Instrument No. 200308200121028, R.O.D.C., N 62 degrees 28 minutes 40 seconds E, 210.18 feet to a point in the westerly margin of First Avenue North;

THENCE, with said margin, S 26 degrees 58 minutes 32 seconds E, 48.80 feet to a point;

THENCE, leaving said margin, with the northerly line of DeMoss Partners, L.P., of record in Book 8885, page 28o, R.O.D.C., N 62 degrees 27 minutes 18 seconds W, 210.14 feet to the point of beginning.

Containing 10, 264 square feet or 0.235 acres, more or less, according to a Survey by Barge, Waggoner, Sumner & Cannon, Inc., dated November 4, 2005, Job No. 32559-00.

Being the same property conveyed to Jerry L. McCloud from Hemrick Family Limited Partnership and Linda Hemrick by deed of record in Book 11063, page 702, Registers Office for Davidson County Tennessee.

Being the same property conveyed to Deville Corp. by Deed of record in Book ✳ Page _____, Register's Office for Davidson County, Tennessee

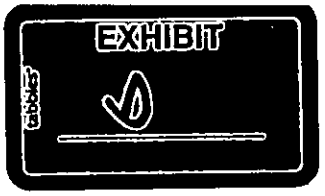
✳ 20051115-0138110

EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 2006, a lien, which are not yet due and payable.

2. All matters shown on Plat recorded in Book 21, Page 53.



NOTICE OF FORECLOSURE SALE

Default having occurred under that Deed of Trust, Security Agreement and Financing Statement dated November 15, 2005, of record as Instrument No. 20051115-0138111, Register's Office of Davidson County, Tennessee (the "Deed of Trust"), executed by Deville Corp., a Florida corporation, to Walter H. Neilsen, Trustee, and Tom Lawless, having been duly appointed Successor Trustee, by Instrument No. 20121026-0098441, in said Register's Office;

NOW, THEREFORE, I, Tom Lawless, as Successor Trustee and not otherwise, acting upon the demand of Regions Bank, an Alabama banking corporation, successor in interest to AmSouth Bank, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will, on

November 29, 2012

at 11:00 o'clock ante meridian (11:00 a.m.) at 128-130 2nd Avenue North, Nashville, Tennessee, sell to the highest bidder for cash, at public outcry, the property which is described in Exhibit A to the Deed of Trust, and being the same property conveyed to Deville Corp., by warranty deed of record as Instrument No. 20051115-0138110, Davidson County Register's Office (the "Property").

This is improved property known as 128-130 Second Avenue North, Nashville, Tennessee, 37201, and further described as Map/Parcel No. 093-06-2-079.00.

The State of Tennessee claims a lien against the Property pursuant to T.C.A. §67-1-1403 as set forth in that Notice of State Tax Lien of record as Instrument No. 20121024-0097290, Davidson County Register's Office. The notice required by T.C.A. §67-1-1433(b)(1) has been timely given in order for the Property not to be subject to such lien or claim of lien. The Property, however, after this foreclosure sale, shall be subject to the right of the State of Tennessee to redeem the Property as more fully set forth in T.C.A. §67-1-1433(c)(1).

Simino Electric, LLC may claim an interest in the Property pursuant to that certain Notice and Affidavit of Lien of record as Instrument No. 20120830-0078567.

The Substitute Trustee, in order to accomplish the most advantageous sale and consequent discharge of his obligation under the Deed of Trust, reserves the right to do any or all of the following: (i) By oral announcement, to adjourn the sale to another time during regular business hours on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid, (ii) By oral announcement, Substitute Trustee may elect to delay the sale for a reasonable time during regular business hours on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or, (iii) By oral announcement, to sell the secured Property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Substitute Trustee may sell the Property first in whole and then in part, and ultimately consummate the sale in whichever manner produces the most advantageous result.

The sale of the Property shall be subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights (including redemptive rights of any taxing authority by reason of any tax liens), plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

This 9th day of November 2012.

Tom Lawless, as Successor Trustee, and not otherwise
The Customs House
701 Broadway, Suite 403
Nashville, TN 37203
(615) 351-7839

BRADLEY ARANT BOULT CUMMINGS, LLP

By: _____
Emily H. Bowman, Attorney for Successor Trustee

INSERTION DATES: November 9, 2012, November 16, 2012, and November 23, 2012

7/2983542.1
111482-301009

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

November 9, 2012

Emily H. Bowman
Bradley, Arant, Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203

Re: Foreclosure Sale of Property Owned by: **Deville Corporation**
Entity Number: **001 02-0688030/000**

This is in reference to your letter dated November 1, 2012 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **November 29, 2012** is **$7,606.52**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Lori S. Fernandez, Account Technician I
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*