

g. Such other insurance, and in such amounts, as may from time to time be reasonably required by Beneficiary against the same or other hazards.

h. All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Grantor.

1.04 Delivery of Policies, Payment of Premiums. That all policies of insurance shall be issued by companies and in amounts in each company reasonably satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with an original copy of all policies of required insurance. If any of the required insurance is provided through blanket policies carried by Grantor and covering more than one location, then Grantor shall furnish Beneficiary with a certificate of insurance for each such policy setting forth the coverage, the limits of liability as to the Trust Estate, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Beneficiary. In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by this Deed of Trust, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor, the amount of all such premiums together with interest thereon at the Default Rate set forth in the Note, shall be secured by this Deed of Trust. In the event of default by Grantor in the payment thereof, if required by Beneficiary, Grantor shall deposit with Beneficiary, in monthly installments, an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust; Grantor further shall, upon Beneficiary's request, cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and providing Grantor has deposited sufficient funds with Beneficiary pursuant to this Section 1.04, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. Thereafter, if at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Grantor and Grantor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amounts deposited with Beneficiary pursuant to this Section 1.04. Beneficiary may commingle said deposit(s) with its own funds and Grantor shall be entitled to no interest thereon.

1.05 Insurance Proceeds. That after the happening of any casualty to the Trust Estate or any part thereof, Grantor shall give prompt written notice thereof to Beneficiary.

a. In the event of any damage to or destruction of the Improvements, upon receipt of insurance proceeds, Beneficiary shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may reasonably determine, or (ii) to the restoration of the Improvements; provided, however, if such insurance proceeds are equal to or less than \$50,000.00, such proceeds shall be made available to Grantor for repair in such manner as Beneficiary shall reasonably determine, provided further, however, that such insurance proceeds shall be applied to the indebtedness secured hereby should an Event of Default exist under the Loan Documents, or in the event Beneficiary reasonably determines that there are insufficient funds (whether insurance proceeds, funds remaining available from the Loan Documents or Grantor's own separate funds) to fully complete and restore the Improvements as determined by Beneficiary in its sole discretion.

b. Subject to Section 1.05(a), in the event of such loss or damage, all proceeds of insurance shall be payable to Beneficiary, and Grantor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Beneficiary.

c. Except to the extent that insurance proceeds are received by Beneficiary and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Grantor from repairing or maintaining the Trust Estate as provided in Section 1.02 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by this Deed of Trust, including without limitation refunds of premiums thereon, shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.07 Indemnification; Subrogation; Waiver of Offset.

a. If Beneficiary is made a party defendant to any proceeding or litigation concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein or the occupancy thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary and Trustee harmless from all liability by reason of said proceedings or litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Grantor breaches any term of this Deed of Trust, Beneficiary or Trustee may employ an attorney or attorneys to protect its, his, or their rights hereunder, and in the event of such employment following any breach by Grantor, Grantor shall pay Beneficiary or Trustee, as the case may be, upon demand, reasonable attorneys' fees and expenses incurred by it, him, or them, whether or not an action is actually commenced against Grantor by reason of breach.

b. Grantor waives any and all rights to claim or recover against Trustee and Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

c. All sums payable by Grantor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary or Grantor or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor has or might have against Beneficiary or Trustee; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Grantor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein and to the extent waivable by Grantor, Grantor waives all equitable rights, or those rights now or hereafter conferred by statute or otherwise, to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.08 Taxes and Impositions.

a. Grantor agrees to pay, or cause to be paid, at least ten (10) days prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, or may reasonably create, a lien upon the Trust Estate, or any part thereof, or upon any Personal Property, equipment and other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Grantor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest.

b. If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Grantor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured

hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Grantor shall pay and discharge the same as herein provided with respect to the payment of Impositions, failing which shall constitute a default subject to the provisions of Section 4.01(e) of this Deed of Trust. Anything to the contrary herein notwithstanding, Grantor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

c. Subject to the provisions of subparagraph (d) of this Section 1.08, Grantor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is paid official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

d. Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Impositions 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 Imposition at the time and in the manner provided in this Section 1.08, unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option, (i) Grantor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Grantor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; or (iii) Grantor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

e. Grantor covenants and agrees not to suffer, permit or to initiate the joint assessment of the real and personal property or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

1.09 Utilities. To pay or cause to be paid when due all utility charges which are incurred by Grantor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Leases. To pay when due all rents and other payments and perform all covenants and agreements contained in any lease, sublease or ground lease which may constitute a portion of or an interest in the Trust Estate; not to surrender, assign or sublease any such lease, sublease or ground lease, nor take any action which would affect or permit the termination of any such lease, sublease or ground lease. Grantor covenants to furnish to Beneficiary within thirty (30) days after the date upon which such rents or other payments are due and payable by Grantor, receipts or other evidence satisfactory to Beneficiary evidencing the payment thereof.

1.11 Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay

all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.12 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. That should Grantor fail to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in his, its, or their own reasonable judgment, without obligation so to do and without further notice to or demand upon Grantor and without releasing Grantor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may reasonably consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the reasonable judgment of either may affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay reasonable and necessary expenses, including employment of counsel or other necessary or desirable consultants. Grantor shall, immediately upon demand therefor by Beneficiary or Trustee, as the case may be, pay all reasonable costs and expenses incurred by such party in connection with the exercise by such party of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees.

1.13 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Grantor contained in the Loan Documents and each agreement of Grantor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Grantor contained therein or herein, or incorporated by reference, shall survive the funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Grantor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

1.14 Eminent Domain. That should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvements or condemnation proceedings, or in any other manner ("Condemnation"), or should Grantor receive any notice or other information regarding such proceeding, Grantor shall give prompt written notice thereof to Beneficiary.

a. Beneficiary shall be entitled to receive the payment of all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make compromise or settlement in connection with such taking or damage. Subject to the provisions of the following Section 1.14(b), all such compensation, awards, damages, rights of action and proceeds awarded to Grantor (the "Proceeds") are hereby assigned to Beneficiary, and Grantor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

b. In the event any material portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such proceeds, after

deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, or the portion of such proceeds required, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.15 Additional Security. That in the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.16 Appointment of Successor Trustee. That Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, and recorded in the County in which the Trust Estate is located, and by otherwise complying with the provisions of the applicable law of the state where the Property is located, substitute a successor or successors to the Trustee named herein or acting hereunder. Such new Trustee or Trustees shall thereupon become successors to the title of the Trust Estate and shall become vested in trust for the purposes and objects of these presents with all of the powers, duties and obligations herein conferred upon the Trustee in the same manner and to the same effect as if originally named herein. Grantor, for itself, its successors and assigns, and the Trustee named herein or substituted hereunder, expressly waive notice of the exercise of such power and the giving of bond by any Trustee or substituted Trustee.

1.17 Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

1.18 Inspections. That Beneficiary, or its agents, representatives or workmen, is authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Loan Documents.

1.19 Liens. To pay and promptly discharge or bond over in accordance with applicable law, at Grantor's cost and expense, all liens, encumbrances and charges (other than the Permitted Exceptions) upon the Trust Estate, or any part thereof or interest therein. Grantor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Grantor shall first post as provided by law a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, not exceeding amounts required by pertinent bonding off statutes, plus costs, expenses, including attorneys' fees, and interest, and provided further that, if suit to foreclose is filed, Grantor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged, or bonded over in accordance with applicable law. If Grantor shall fail to discharge any such lien, encumbrance or charge, or provide such reasonable security, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.20 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) release any part of said Trust Estate, (ii) consent in writing to the recording of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof. In the event more than one Trustee is named herein, any one of such Trustees shall be clothed with full power to act when action hereunder is required, and to execute any conveyance of the Property.

1.21 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or heretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release, or cause to be released at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto, or (vii) advance additional funds to protect the security hereof and pay or discharge the obligations of Grantor hereunder or under the Loan Documents, and all amounts so advanced, with interest thereon at the rate set forth in the Loan Documents, shall be secured hereby.

1.22 Financial Statements; Financial Condition.

a. Grantor covenants and agrees with Beneficiary, as long as any amount secured hereby remains unpaid and so long as the Note is in effect, at Grantor's sole cost and expense, to (a) at all times keep proper and accurate books of account in which full, true and correct entries will be made of all transactions affecting the Trust Estate in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods involved; (b) at all reasonable times permit Beneficiary and its representatives to inspect such books and records and to make copies thereof; (c) from time to time furnish Beneficiary with such information and statements as it may reasonably request concerning the financial, business and operational status of Grantor and/or the Trust Property and concerning performance by Grantor of the covenants and agreements contained in the Note and in this Deed of Trust; (d) furnish to Beneficiary, on or before the ninetieth (90th) day after the end of each calendar year, a current, signed review grade financial statement for Grantor and Mirabile Investment Corporation, a Tennessee corporation (jointly and severally with Joseph W. Mirabile, Individually, "Guarantor") prepared in accordance by an independent accounting firm acceptable to Beneficiary, and certified as true, correct and complete by Grantor and Guarantor respectively, and within thirty (30) days of filing, the most recently filed federal and state income tax returns or extensions of Grantor and each Guarantor, reflecting the financial condition of Grantor and Guarantor as of the date thereof, at Grantor's sole cost and expense, (e) on or before ninety (90) days of the end of each calendar year, an annual rent roll for the Trust Property for said fiscal year, prepared in accordance with generally accepted accounting principles consistently applied, and certified as true, correct and complete by Grantor, (f) on or before ninety (90) days of the end of each calendar year, annual current financial statement for Guarantor, certified as true, correct and

complete by Guarantor, and (g) on a quarterly basis, internally generated financial statements for Mirabile Investment Corporation. If Grantor fails to supply to Beneficiary any financial and/or operating statements which Grantor is hereby required to so supply, or at any time Grantor is otherwise in default hereunder, Beneficiary or its authorized representatives may have access to all of Grantor's books and records for the purpose of auditing the same and/or itself obtaining such statements, at Grantor's expense.

Beneficiary, by giving written notice to Grantor at any time within sixty (60) days after receiving the above-mentioned financial and operating statements from Grantor, may elect to have a person or firm of its choice make a confirmatory examination of Grantor's books and records pertaining to the Trust Estate.

b. Grantor must maintain a financial condition reasonably satisfactory to Beneficiary. In the event that any financial statements of Grantor or any guarantor, or any other reports of the financial circumstances of Grantor or any guarantor, should reflect, in the reasonable judgment of Beneficiary, a deteriorating financial condition, a net loss in earnings as to Grantor, a reduction in net worth (excluding the effect of any depreciation expense) in any material amount of Grantor or any guarantor, or any other indication of financial problems, any of which, in Beneficiary's reasonable judgment impair Grantor's or any guarantor's ability to repay the indebtedness secured hereby, Beneficiary may immediately cease to disburse and fund any undisbursed portion of any loan to Grantor, and shall immediately be entitled to avail itself of any and all legal remedies afforded to it, in the same manner as any other default.

ARTICLE II ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Grantor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Grantor or Beneficiary, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Grantor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to the occurrence of an Event of Default. The assignment of rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Grantor to Beneficiary contingent only upon the occurrence of an Event of Default under any of the Loan Documents. In the event of any conflict between this assignment of rents and any separate assignment of rents executed by Grantor in connection with the loan secured hereby, the separate assignment of rents shall control.

2.02 Collection Upon Default. Upon the occurrence of any Event of Default under any of the Loan Documents, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid,

and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done in response to such default or pursuant to such notice of default.

ARTICLE III SECURITY AGREEMENT

3.01 Creation of Security Interest. Grantor hereby grants to Beneficiary a security interest in the Personal Property located on or at the Property, or used in connection therewith, including without limitation the Personal Property described on Exhibit B attached hereto, and any and all property of similar type or kind owned by Grantor and hereafter located on or at the Property, or related thereto, for the purpose of securing all obligations of Grantor contained in any of the Loan Documents.

3.02 Warranties, Representations and Covenants of Grantor. Grantor hereby warrants, represents and covenants as follows:

a. Except for the security interest granted hereby, Grantor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Grantor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

b. Except in the ordinary course of business, Grantor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Beneficiary.

c. The Personal Property is not used or bought for personal, family or household purposes.

d. The Personal Property will be kept on or at the Property and Grantor will not remove the Personal Property from the Property without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Grantor with new items of equal or greater quality.

e. Grantor maintains its principal place of business in the State of Tennessee and will immediately notify Beneficiary in writing of any change in its principal place of business as set forth in Paragraph 5.06 of this Deed of Trust.

f. At the request of Beneficiary, Grantor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

g. All covenants and obligations of Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

This Deed of Trust constitutes a Security Agreement as that term is used in the Uniform Commercial Code.

ARTICLE IV REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an Event of Default hereunder:

a. Default shall be made in the payment of any installment of principal or interest which default is not cured within ten (10) days of the due date thereof, or any other sum secured hereby when due; or

b. Grantor or any guarantor shall file a voluntary petition in bankruptcy or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing any inability to pay its debts generally as they become due; or

c. A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Grantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Grantor, or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Grantor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

d. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Trust Estate, or any judgment involving monetary damages shall be entered against Grantor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

e. There has occurred a breach of or default under any other term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Documents or any part thereof and Grantor has failed to correct or cure such breach or default within thirty (30) days after receipt of written notice thereof from Beneficiary, or if such breach or default is not reasonably susceptible of correction or cure within thirty (30) days, Grantor has not commenced such correction or cure within such thirty (30) days or does not proceed diligently to complete such cure or

correction.

f. There shall have occurred a default under the Ground Lease or on or before sixty (60) days prior to the expiration of the then current lease term under the Ground Lease, Grantor has not executed a lease extension agreement with the ground lessor extending the term of the Ground Lease for an additional five (5) years at minimum. Grantor shall have the right to cure a default under this Section 4.01(f) by pledging to Beneficiary substitute collateral which is acceptable to Beneficiary in its sole reasonable discretion within thirty (30) days of such default. Grantor shall be solely responsible for all costs and expenses incurred by Beneficiary in such substitution, including, but not limited to, the cost of appraisals, phase I environmental reports, surveys, title search, title premiums, attorney fees and recording costs.

4.02 Acceleration Upon Event of Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

a. Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability, or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any event of default, including the right to exercise the power of sale as authorized by law;

b. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

c. Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Grantor in respect to the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise

of any rights under any of the Loan Documents, Grantor promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiary;

(ii) Without notice to or demand upon Grantor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(iii) Require Grantor to assemble the Personal Property or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and promptly deliver such Personal Property to Beneficiary, or an agent or representative designated by it. Beneficiary, and its agents and representatives shall have the right to enter upon any or all of the Grantor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Sell, lease, or otherwise dispose of the Personal Property, at public sale, with or without having the Personal Property at the place of sale, and upon such commercially reasonable terms and in such manner as Beneficiary may determine in accordance with any remedies allowable under applicable provisions of the Uniform Commercial Code, and Beneficiary may be a purchaser at any such sale;

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Grantor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Grantor in the manner and at the address set forth in Paragraph 5.06 of this Deed of Trust.

d. Direct the Trustee to enter and take possession of the Trust Estate, and before or after entry, to exercise his power of sale hereby granted to Trustee. At the request of Beneficiary, Trustee shall sell the Personal Property concurrently with and in conjunction with a sale of the Property, in which case the provisions of the following section shall apply to the Personal Property as well as the Property. Grantor stipulates and agrees that a sale of the Personal Property in conjunction with the Property is a commercially reasonable manner of disposing of the Personal Property. Alternatively, Beneficiary may sell or otherwise dispose of the Personal Property separately and apart from the Property in the time and manner provided by the Uniform Commercial Code.

4.03 Foreclosure By Power Of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein referred to, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of the Note and all balances thereunder and all expenditures made and secured hereby as Trustee may require.

a. Upon receipt of Beneficiary's request so to do, Trustee is hereby empowered and authorized after first advertising for twenty-one (21) days by three (3) weekly notices giving notice of the time, place and terms of sale in some newspaper published in the county where the Trust Estate is located, to sell the Trust Estate, or any portion thereof, in parts and parcels or as a

whole, at public outcry at the front door of the courthouse in said county, or at such other place or places as may be permitted or required by law to the highest and best bidder for cash in bar of all equities of redemption, statutory right of redemption, homestead, dower, and/or all other rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory or giving bond as security for the execution of this trust, if required by the laws of the state of Tennessee. Upon such sale Trustee is hereby authorized to execute and deliver a deed of conveyance in fee of the Trust Estate to the purchaser thereof and place the purchaser in quiet and peaceful possession of the Trust Estate. Grantor agrees that in case of any sale under this Deed of Trust, it will at once surrender possession of the Trust Estate, and, in the event it remains in possession, to be a tenant at will of the purchaser, and be removable by process, such as forcible and unlawful detainer, and hereby agrees to pay to the purchaser the reasonable rental value of the Trust Estate after such sale.

Upon the completion of any sale or sales, Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed of conveyance or assignment and transfer, lawfully conveying, assigning, and transferring the Trust Estate sold, but without any covenant or warranty, express or implied.

Any sale or sales made by virtue of or under this Deed of Trust, whether under any power of sale herein granted or through judicial proceedings, shall, to the fullest extent permitted by law, operate to divest all right, title, estate, interest, claim, and demand whatsoever, either at law or in equity, of Grantor in and to the Trust Estate so sold, or any part thereof from, through or under Grantor, its successors and assigns. The receipt of Trustee shall be full and sufficient discharge to any purchaser of the Trust Estate or any part thereof sold as aforesaid for the purchase money; and no purchaser or his representatives, grantees or assigns after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Deed of Trust, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or be bound to inquire as to the authorization, necessity, expedience or regularity of any such sale.

Upon any sale hereunder the holder of the Note may bid for and purchase the Trust Estate or any part thereof.

b. After deducting all reasonable costs, fees and expenses of Trustee and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then paid, with accrued interest at the Default Rate set forth in the Note and all other sums secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

c. Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

d. Before taking any action hereunder Trustee may require that satisfactory

indemnity be furnished for the reimbursement of all costs and expenses to which he may be put and to protect him against all liability, except liability which is adjudicated to have resulted from his negligence or willful default by reason of such action. Trustee shall not be required to see that this Deed of Trust is recorded nor be liable for its validity or its priority as a first Deed of Trust or otherwise, nor shall Trustee be answerable for the default or misconduct of any agent or attorney appointed by him in good faith in pursuance hereof. Trustee may act upon any instrument believed by him in good faith to be genuine and to be signed by the proper party or parties and shall be fully protected for any action taken or suffered by them in reliance thereon. Trustee shall be entitled to reasonable compensation for all services rendered in the execution of the trust hereby created. All reasonable costs, expenses and liability for which Trustee is indemnified hereunder or pursuant hereto, Grantor agrees to pay, and until the payment thereof, the Trust Estate is hereby charged with the payment of the same in full as an obligation secured hereby. Trustee, at any time, may consult counsel for the purposes of this trust and shall be protected in any action taken or suffered by him in accordance with the opinion of said counsel.

4.04 Appointment of Receiver. If an Event of Default as defined in Section 4.01 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Grantor hereby irrevocably consents to such appointment and waives notice of any application thereof. Any such receiver or receivers shall have the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in Section 4.02a and shall continue as such and exercise all such powers until the date of confirmation of the sale of the Trust Estate unless such receivership is sooner terminated.

4.05 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently and independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

4.06. Cross Collateralization.

(a) In addition to the Trust Estate hereto, the Grantor also owns or will own additional commercial properties securing the loans evidenced by promissory notes payable to Beneficiary. Such properties securing the loans evidenced by the notes from time to time, together with the Trust Estate, are referred to herein collectively as the "Grantor's Projects." As a condition of the loan to the Grantor evidenced by the Note, the Note is also being secured by a deed of trust (a "Security Instrument") granted by the Grantor and recorded against each of the other Grantor's Projects.

(b) The Grantor hereby agrees and consents that as additional security to the Beneficiary; each of the Grantor's Projects shall be subject to the lien of the Security Instrument for each of the other of the Grantor's Projects, and that each of the respective Grantor's Projects shall collateralize the other Grantor's Projects as follows: all Trust Property (as defined in the respective Security Instrument) for each of the Grantor's Projects shall be considered part of the "Trust Estate" under this Instrument, and shall be collateral under this Instrument and the Loan Documents. Beneficiary may recover an amount equal to the full amount outstanding in respect of the Note in connection with the foreclosure or exercise of its remedies under this Deed of Trust, and any such amount shall be applied as determined by Beneficiary in its sole and absolute discretion. In the event of an Event of Default under the respective Security Instrument with respect to any one of the Grantor's Projects, the Beneficiary shall have the right, in its sole and absolute discretion, to exercise and perfect any and all rights in and under the Loan Documents with regard to any or all of the other Grantor's Projects.

ARTICLE V MISCELLANEOUS

5.01 Governing Law. This Deed of Trust shall be governed by the laws of the state of Tennessee. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02 Grantor Waiver of Rights. Grantor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before the sale of any portion of the Trust Estate, and (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. 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 appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Trust Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, either statutory or equitable, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in

the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Grantor, Grantor's heirs, devisees, representatives, successors and assigns or other person 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. Grantor expressly waives and relinquishes any and all rights and remedies which Grantor may have or be able to assert by reason of the laws of the state where the Trust Estate is located pertaining to the rights and remedies of sureties.

5.03 Limitation of Interest. It is the intent of Grantor and Beneficiary in the execution of this Deed of Trust and the Note and all other instruments securing the Note to contract in strict compliance with the usury laws of the State of Tennessee governing the loan evidenced by the Note. In furtherance thereof, Beneficiary and Grantor stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the applicable laws of the State of Tennessee governing the loan evidenced by the Note. Grantor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the applicable laws of the State of Tennessee, and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the applicable laws of the State of Tennessee, all such sums deemed to constitute interest in excess of the maximum permissible rate shall be immediately returned to Borrower upon such determination.

5.04 Statements by Grantor. Grantor within ten (10) days after being given notice by mail, will furnish to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

5.05 Release. Upon full payment of all sums secured hereby, Beneficiary shall return all Loan Documents to Grantor or Borrower, as the case may be, and shall release the lien of this Deed of Trust by executing a full release of lien in recordable form and delivering it to Grantor. Both of the Note and the release shall be hand delivered or mailed in the manner and to the address set forth in Paragraph 5.06 hereof. The recitals in such release of any matters or facts shall be conclusive proof of the truthfulness thereof.

5.06 Notices. Whenever Beneficiary, Grantor or Trustee shall desire, or are required, to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service (including, by nationally recognized overnight courier) or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the address set forth below. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

As to Beneficiary or Trustee:

Metropolitan Bank
1661 Aaron Brenner Drive, Suite 100
Memphis, Tennessee 38120
Attention: Commercial Banking

As to Grantor:

GPD, a Tennessee general partnership
1900 Whitten Road
Memphis, Tennessee 38133
Attention: Joe Mirabile

5.07 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.08 Beneficiary. The term "Beneficiary" shall be deemed to include Bank, any participants in the loan evidenced by the Note, and all owners and holders of the Note, from time to time, whether or not named as Beneficiary herein.

5.09 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.10 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.11 Non-Waiver. The acceptance by Beneficiary of any sum after the same is due (after taking into consideration any notice and/or cure period) shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby accrued or to declare a default as herein provided. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Grantor to pay the entire sum then due, and Grantor's failure to pay said entire sum shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid, and Beneficiary or Trustee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Beneficiary thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon them, or either of them, upon the occurrence of a default, and the right to proceed with a sale under any notice of default, and election to sell, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice. Consent by Beneficiary to any transaction or action of Grantor which is subject to consent or approval of Beneficiary hereunder shall not be deemed a

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waiver of right to require such consent or approval to future or successive transactions or actions.

5.12 Restrictions. It is understood and agreed that: (a) the Grantor's interest in the Trust Estate or any part thereof (but excluding any personal property leased by and not owned by Grantor) may not be sold or transferred, or a land contract executed; (b) the composition, form of business association or ownership of Grantor may not be changed, directly or indirectly; (c) there may be no material change in the nature of the Trust Estate's use, in whole or in part; (d) there shall be made no material structural alteration of the Trust Estate which is not permitted and in accordance with the Loan Agreement; and (e) no recording of a condominium declaration shall be done, without in each instance obtaining Beneficiary's prior written consent, which consent shall not be unreasonably withheld. Grantor acknowledges that Beneficiary may require modification of the Loan Documents, including an increase in the interest rate and/or change in loan maturity and payment of an assumption fee, as a condition to its giving such consent. Violation of any of the foregoing restrictions shall constitute an Event of Default hereunder and Beneficiary may avail itself of any and all remedies available upon an Event of Default.

5.13 Hazardous Materials. Grantor will not cause or permit the Property or Improvements to contain, and will use its best efforts to prevent any tenant from causing or permitting (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority (except such items as are used in the ordinary course of Grantor's, or any tenant's, day-to-day operations and which are used in compliance with applicable law, rules and/or regulations governing the use of such items) or which, even if not so regulated, poses a hazard to the health and safety of the occupants of the Property or the owners of Property adjacent to the Property. (The substances described in (a), (b), (c) or (d) above are referred to collectively herein as "Hazardous Materials"). Grantor shall not install, store, use, treat, transport, or dispose (or permit or acquiesce in and shall use its best efforts to prevent the installation, storage, use, treatment, transportation, or disposal by Grantor's agents, employees, independent contractors or tenants) on the Property of any Hazardous Materials (except in the ordinary course of Grantor's day-to-day operations in compliance with applicable law, rules and/or regulations). In the event of any such installation, storage, use, treatment, presence, transportation, or disposal of Hazardous Materials on the Property, Grantor shall remove any such Hazardous Materials, or otherwise comply with the regulations or orders of such authority, all at the expense of Grantor. If Grantor shall fail to proceed with such removal or otherwise comply with such regulations or orders within any applicable notice and right to cure period permitted under the applicable federal, state, or local regulation or order, Beneficiary may declare Grantor to be in default hereunder or may, but shall not be obligated to, do whatever is necessary to eliminate such Hazardous Materials from the Property or otherwise comply with the applicable regulation or order, and the cost thereof shall become immediately due and payable without notice and with interest thereon at the default rate provided for in the Note. Grantor shall give to Beneficiary and its agents and employees access to the Property for such purposes and hereby specifically grants to Beneficiary a license effective upon expiration of the applicable cure period to remove the Hazardous Materials. Grantor shall indemnify Beneficiary and hold Beneficiary harmless from and against all loss, damage, and expense (including, without limitation, reasonable attorney fees and costs incurred in the investigation, defense, and settlement of claims)

that Beneficiary may incur as a result of or in connection with the assertion against Beneficiary of any claim relating directly or indirectly, in whole or in part, to the presence or removal of any Hazardous Materials on the Property.

Grantor shall promptly notify Beneficiary in writing of any order or pending or threatened action, of which Grantor has received notice, by any regulatory agency or other governmental body, or any claims made by any third party, relating to Hazardous Materials on, or emanations from, the Property, and shall promptly furnish Beneficiary with copies of any correspondence or legal pleadings in connection therewith.

The liability of Grantor to Beneficiary under the covenants of this section shall survive any foreclosure of this Deed of Trust or any transfer of the Property by deed in lieu of foreclosure.

5.14 Warranty of Non-Foreign Borrower. Grantor represents and warrants to Beneficiary that Grantor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986 (the "Code"), 26 U.S.C. " 1445, 7701, that is, it is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder. Grantor hereby agrees to indemnify and hold Beneficiary free and harmless from and against all loss, cost, damage and expenses (including, without limitation, attorneys' fees and costs) Beneficiary may sustain as a result of a breach of the foregoing representation and warranty. The foregoing indemnification shall survive repayment of the Note and release or assignment of this Deed of Trust.

ARTICLE VI

GROUND LEASE PROVISIONS

6.1 Ground Lease Provisions. In connection with the Ground Lease, Grantor further covenants and agrees as follows:

(A) Any uncured event of default under the Ground Lease shall be an Event of Default hereunder.

(B) Grantor shall pay or cause to be paid, not later than the date upon which the same become due and payable by Grantor pursuant to the provisions of the Ground Lease (1) all base rent, additional rent, rent increases and adjustments to rent and other payments required to be paid by the lessee under the Ground Lease and (2) all real estate taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges of every kind whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed, or become a lien upon or against the Property, or which shall become payable with respect thereto (collectively the "Impositions"), provided that nothing contained herein shall limit the right of Beneficiary to require that deposits be made into an escrow for real estate taxes, regular or special assessments, and insurance premiums pursuant hereto. Within ten (10) days after demand by Beneficiary, Grantor shall deliver to Beneficiary a copy of the official receipt evidencing such payment or other proof of payment of such rent and Impositions satisfactory to Beneficiary, and failure of Grantor to deliver to Beneficiary the receipts or to submit other proof satisfactory to Beneficiary shall constitute an Event of Default hereunder. Beneficiary will accept as proof of payment of rent payable

under the Ground Lease a certification executed by an officer of Grantor to the effect that such rent has been paid. To the extent that the Ground Lease shall grant to Grantor the privilege to postpone or defer the payment of any Impositions, the failure of Grantor to pay the same shall not constitute an Event of Default hereunder so long as Grantor shall faithfully comply with all of the terms, covenants and conditions under the Ground Lease and this instrument with respect to the exercise of such privilege.

(C) Grantor shall promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Grantor, under the Ground Lease within the stated opportunity to cure periods provided in the Ground Lease or such lesser opportunity to cure periods as are provided in the default provisions hereof, and shall do all things necessary to preserve and to keep unimpaired Grantor's rights under the Ground Lease.

(D) If Grantor shall fail to pay any base rent or additional rent or adjusted rent required under the Ground Lease or any Impositions, or to make any other payment required to be paid by Grantor under the Ground Lease at the time and in the manner provided in the Ground Lease or if Grantor shall fail to perform or observe any other term, covenant or condition required to be performed or observed by Grantor under the Ground Lease, then, without limiting the generality of any other provision hereof and without releasing Grantor from any of its obligations hereunder, Beneficiary shall have the right, but not the obligation, to pay base rent or additional rent and/or any Impositions, or other payment, and may take such action as may be appropriate to cause such other term, covenant or condition to be promptly performed or observed on behalf of Grantor, to the end that Grantor's rights, under the Ground Lease shall be kept unimpaired from default, and Grantor shall permit Beneficiary to enter upon the Property with or without notice and to do anything which Beneficiary shall deem necessary or prudent for such purpose.

If Beneficiary shall make any payment or take action in accordance with the preceding paragraph, Beneficiary, within thirty (30) days thereafter, shall give to Grantor written notice of the making of any such payment or the taking of any such action. All monies expended by Beneficiary in connection therewith including, but not limited to, legal expenses, together with interest thereon at the rate set forth in the Note plus five percent (5%) per annum compounded monthly from the date of each such expenditure, shall be paid by Grantor to Beneficiary upon demand by Beneficiary and shall be secured hereby. Beneficiary shall have, in addition to any other right or remedy of Beneficiary, the same rights and remedies in the event of nonpayment of any such sums by Grantor as in the case of a default by Grantor in the payment of the Note. If, pursuant to the Ground Lease, the lessor thereunder shall deliver to Beneficiary a duplicate copy of any notice given by lessor to Grantor, such notice shall constitute full protection to Beneficiary for any action taken or omitted to be taken by Beneficiary, in good faith, in reliance thereon.

(E) Grantor shall (i) promptly notify Beneficiary in writing of any default by Grantor under the Ground Lease or of the receipt by Grantor of any notice (other than notices customarily sent on a regular periodic basis) from the lessor under the Ground Lease including without limitation any notice claiming any default by Grantor in the performance or observance of any of the terms, covenants, or conditions to be performed or observed by Grantor under the Ground Lease; (ii) promptly notify Beneficiary in writing of the receipt by Grantor of any notice from the lessor under the Ground Lease of termination of the Ground Lease pursuant to the provisions of the Ground Lease; and (iii) promptly cause a copy of each such notice received by Grantor to be delivered to Beneficiary.

(F) If the Ground Lease provides for arbitration, Grantor shall promptly notify Beneficiary in writing of any request made by either party to the Ground Lease for arbitration proceedings pursuant to the Ground Lease and of the institution of any arbitration proceedings, as well as of all proceedings thereunder, and shall promptly deliver to Beneficiary a copy of the determination of the arbitrators in each such arbitration proceeding. Beneficiary shall have the right to participate in such arbitration proceedings in association with Grantor or on its own behalf as an interested party.

(G) Grantor shall not, without the prior written consent of Beneficiary, consent to any agreement which releases the Grantor from any of its obligations under the Ground Lease, exercise any option to purchase the Property contained the Ground Lease, or consent to or permit any waiver, modification or cancellation of any provision of the Ground Lease, the surrender or termination of the Ground Lease, or the subordination of the Ground Lease to any deed of trust of the fee interest of the lessor of the Property.

(H) If at any time Grantor, or any party claiming by, through or under Grantor, and/or any trustee in bankruptcy, shall have the right to assume or reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Reform Act of 1978 or any successor statute, then Beneficiary shall have (and is hereby granted) the exclusive right to exercise such right to assume or reject. In the event that the foregoing grant is held to be unenforceable by a court of competent jurisdiction, then and in such case Grantor hereby covenants and agrees that Grantor, any party claiming by, through or under Grantor, and/or any trustee in bankruptcy shall not exercise any rights to assume or reject the Ground Lease without having first obtained the prior written consent of Beneficiary.

(I) Grantor, irrevocably, hereby designates, makes, constitutes and appoints Beneficiary (and all persons designated by Beneficiary) as Grantor's true and lawful attorney and agent-in-fact, with power upon the occurrence of an Event of Default hereunder or default under the Ground Lease, without notice to Grantor and at such time or times thereafter as Beneficiary, at its sole election, may determine, in the name of Grantor, Beneficiary or in both names: (i) to exercise all of the Grantor's rights, interests and remedies in and under the Ground Lease; (ii) to acquire the land and other property subject to the Ground Lease in the manner provided for in the Ground Lease; (iii) to initiate such legal proceedings and to settle, adjust or compromise any legal proceedings deemed necessary by Beneficiary in its sole discretion in order to enforce the provisions of the Ground Lease or prevent the termination thereof; (iv) to commence or institute arbitration proceedings, or to participate in any arbitration proceedings commenced or instituted, pursuant to the Ground Lease, if any; (v) to approve all arbitration determinations, awards or findings made pursuant to the provisions of the Ground Lease, if any; (vi) to do any and all things necessary, in Beneficiary's sole opinion, to preserve and keep unimpaired Beneficiary's rights hereunder and/or the Ground Lease; and (vii) to do all acts and things necessary, in Beneficiary's sole discretion, to carry out any or all of the foregoing.

(J) Grantor shall execute and deliver, on request of Beneficiary, such instruments as Beneficiary may deem useful or required to permit Beneficiary to cure any default under the Ground Lease or to permit Beneficiary to take such other action as Beneficiary considers desirable to cure or remedy the matter in default and preserve the interest of Beneficiary in the Property.

(K) If the Ground Lease shall be terminated prior to the natural expiration of its term due

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to default by Grantor, and if Beneficiary shall acquire from the lessor under the Ground Lease a new ground lease, Grantor shall have no right, title, or interest in or to such new ground lease or the leasehold estate created thereby.

(L) Grantor shall not sell, transfer or assign the Ground Lease or any portion of Grantor's interest therein without the prior written consent of Beneficiary and the Ground Lessor first had and obtained.

(M) In case of a sale in foreclosure, any such sale may be made subject to the requirement that the purchaser shall assume the performance of all of the terms, covenants, and conditions of the Ground Lease by instrument in writing to be delivered to the lessor under the Ground Lease. Any such sale shall also be made subject to all of the provisions of the Ground Lease and to any curable default or defaults then existing thereunder.

(N) The generality of the provisions of sections herein relating to the Ground Lease shall not be limited by other provisions hereof setting forth particular obligations of Grantor which are also required of the Grantor as the lessee under the Ground Lease.

(O) The improvements on the Property shall not be demolished without the prior written consent of Beneficiary. Grantor further covenants that it will not make, authorize, or permit to be made any material alterations to the buildings without the prior written approval of the Ground Lessor and that all such permitted material alterations, if any, shall be performed by Grantor in the manner set forth in the Ground Lease, and subject to the further condition that no structural alteration shall be undertaken without the prior written consent of Beneficiary consistent with the terms hereof; and any bond, for the completion or payment of any such material alteration, furnished to or for the benefit of the lessor under the Ground Lease shall also name Beneficiary as a party for whose benefit such bond is issued, or a similar bond shall be furnished to and for the benefit of Beneficiary.

(P) In the event that Grantor acquires the fee interest in the Property subject to the Ground Lease, whether by exercise of any purchase option contained in the Ground Lease or otherwise, so long as any of Grantor's obligations to Beneficiary remain unpaid, the fee title to and the leasehold estate in the Property, or any portion thereof, shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates either in the lessor or the lessee under the Ground Lease or in a third party, by purchase or otherwise. Grantor shall not agree to any merger of the leasehold and fee without the prior written consent of Beneficiary.

[SIGNATURES AND ACKNOWLEDGMENTS TO FOLLOW]

SIGNATURE PAGE TO
 TENNESSEE LEASEHOLD DEED OF TRUST AND FIXTURE FILING, ASSIGNMENT
 OF RENTS AND SECURITY AGREEMENT
 GPD, a Tennessee general partnership
 TO
 METROPOLITAN BANK
 DATED DECEMBER 25, 2010

IN WITNESS WHEREOF, Grantor has caused the execution this Deed of Trust by its duly authorized officer as of the day and year first above written.

GRANTOR:

GPD, a Tennessee general partnership

By: Joseph W. Mirabile
 Joseph W. Mirabile,
 Managing General Partner

STATE OF TENNESSEE
 COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, JOSEPH W. MIRABILE, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Managing General Partner of GPD, a Tennessee general partnership, the within named bargainor, and that he as such Managing General Partner, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the partnership by himself as such Managing General Partner.

WITNESS my hand and seal at office this 25th day of DECEMBER, 2010.

Brad W. Miller

My commission expires: 3/29/2011 Notary Public



EXHIBIT "A"
TO
TENNESSEE DEED OF TRUST AND FIXTURE FILING, ASSIGNMENT
OF RENTS AND SECURITY AGREEMENT

Legal Description

PROPERTY IN CITY OF MEMPHIS, SHELBY COUNTY, TENNESSEE:

Located in the City of Memphis, County of Shelby and State of Tennessee, at the northwest corner of Summer Ave. and Stratford Road, fronting 210.1 feet, more or less, on the north side of Summer Ave. and 230.6 feet on the west side of Stratford Road, and known as:

4620 Summer Ave (used car lot). Lot 1. Vaccaro's Summer
- Stratford Subdivision

4628 Summer (Phillips '66'). Lot 2. Vaccaro's Summer
- Stratford Subdivision

655 Stratford (old house). Lot 3. Vaccaro's Summer
- Stratford Subdivision

663 Stratford - Lot 4. Norville's Stratford Road Subdivision

SHELBY COUNTY, TENNESSEE

Lots 1, 2 and 3 of Vaccaro's Summer-Stratford Subdivision, Memphis, Shelby County, Tennessee, as shown of record in Plat Book 21, Page 32, in the Register's Office of Shelby County, Tennessee, and Lot 4 of Norville's Stratford Street Subdivision, as shown of record in Plat Book 15, Page 65, in said Register's Office, and being more particularly described as follows:

BEGINNING at the northwest corner of Summer Avenue (22 feet wide) and Stratford Road (80 feet wide), said point being the southeast corner of Lot 2 of the Summer-Stratford Subdivision and running South 89 degrees, 38 minutes, 45 seconds West along the north line of Summer Avenue 210.05 feet to an iron pin, at the southwest corner of Lot 1 of the Summer-Stratford Subdivision; thence North 00 degrees, 31 minutes, 01 seconds West, a distance of 170.03 feet to an iron pin, said point being the northwest corner of said Lot 1 and the southwest corner of Lot 4 of the Norville's Stratford Street Subdivision; thence North 01 degrees, 28 minutes, 00 seconds West along the west line of Lot 4, a distance of 60.84 feet to an iron pin; thence North 89 degrees, 43 minutes, 04 seconds East, along the north line of Lot 4, a distance of 210.58 feet to the west line of Stratford Road; thence South 00 degrees, 36 minutes, 54 seconds East along the west line of Stratford Road 230.60 feet to the point of beginning.

EXHIBIT "B"
TO
TENNESSEE DEED OF TRUST AND FIXTURE FILING, ASSIGNMENT
OF RENTS AND SECURITY AGREEMENT

1. Tangible Personal Property. All tangible personal property owned by Debtor (including, without limitation, all fixtures, furnishings, machinery and equipment and related support facilities of any nature whatsoever) whether now or hereafter attached or affixed to or installed or located within, and used or usable in connection with the development, construction, occupancy, maintenance and/or operation of the real property described in Exhibit "A" attached hereto and incorporated herein (the "Property"), whether attached or detached, as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of the Debtor in any such items hereafter acquired, as well as the Debtor's interest in any lease, or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Property.

2. Fixtures. All fixtures and tangible personal property owned by Debtor (including, but not limited to, furnishings, machinery and equipment and related support facilities, building materials, building machinery and building equipment) delivered on site to the Property during the course of, or in connection with, construction or repair of the buildings and improvements.

3. Contract Rights. All right, title and interest of the Debtor in, to and under any contracts, purchase order or agreements for the acquisition, construction, installation or renovation of the Property or any part thereof now or hereafter entered into.

4. Leases. All leases of Property, or any part thereof, now or hereafter entered into or presently in existence and all right, title and interest of the Debtor thereunder, including cash and securities deposited under said leases.

5. Rents. All rents, income, issues, uses, profits, proceeds (including insurance proceeds arising from the Property), and products of, all replacements and substitutions for, and other rights and interests now or hereafter belonging to, any of the foregoing.

6. Accounts. Any and all accounts, accounts receivable, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, oral or written, now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, accounts receivable, contract rights, chattel paper, instruments, general intangibles or obligations and which arise from the Property.

7. Intangibles. Any and all general intangibles, including without limitation, goodwill, trademarks, trade styles, trade names, books and records, customer lists, vendor lists, accounting software, franchise rights, option rights, purchase contracts and leasehold interests and which arise from the Property.

8. Inventory. Any and all inventory in all of its forms, located on or arising from the Property, now or hereafter existing, including without limitation, (a) all products sold in the ordinary course of business of the Debtor and raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (b) goods in which the Debtor has any interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee), and all accessions thereto and products thereof and documents therefor.

9. Water and Mineral Rights. Any and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, stock or interests in water, irrigation or ditch companies, royalties, minerals, oil and gas rights, and lease or leasehold interests owned by the Debtor, now or hereafter used or useful in connection with, appurtenant to or related to Property or any part thereof.

10. Condemnation Awards. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards for damages sustained to the Property, for a temporary taking, change of grade of streets or taking of access.

11. Plans and Specifications. All plans and specifications, all surveys, soil reports, site plans, working drawings and papers relating to the Property and the construction and equipping of the improvements on the Property including without limitation, all architectural and site plans prepared.

12. Service Contracts. All rights and interest of the Debtor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Property or the buildings and improvements thereon.

13. Loan Proceeds. All loan proceeds, except the proceeds of the Bonds, contract rights and payments payable to the Debtor under any loan commitment for financing of the Property.

14. Licenses. All licenses, permits (including building permits), authorizations or approvals of any type or nature whatsoever, now owned or held or hereafter acquired, which relate to the use, development or occupancy of Property or any part thereof.

15. Money and Deposits. All funds, moneys, certificates of deposit, instruments, letters of credit and deposits of the Debtor held by, deposited with or paid or payable to the Trustee or the Beneficiary.

16. Proceeds. Any and all proceeds of any and all of the foregoing (including, without limitation, proceeds which constitute property of the types described in paragraphs 1, 2, 3, 6, 7 or 8 above).

It is specifically understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned.



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

11004856	
01/13/2011 - 09:09 AM	
2 PGS	
LTURNER	810614-11004856
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Recording Requested/Prepared By:

Cathy Kaiser
Bank of America CB OPS
Farmington
70 Batterson Park Rd,
Farmington, CT - 06032
Voice: 800-331-3282

When Recorded Mail To:

CT Lien Solutions
P.O.Box 29071
Glendale, CA 91209

1 of 2



SUBSTITUTION OF TRUSTEE

LOAN #: 525459 "MIRABILE INVESTMENT CORPORATION" SHELBY COUNTY, Tennessee

Dated: January 10, 2011

WHEREAS, the undersigned is the present Beneficiary under the Deed of Trust described as follows:

Original Trustor: **MIRABILE INVESTMENT CORPORATION**

Original Beneficiary: **BANK OF AMERICA N.A. SUCCESSOR IN INTEREST TO NATIONS BANK, N.A.**

Original Trustee: **RON SUEDEKUM**

Dated: **12/2/1998** Recorded: **12/7/1998** in Book/Reel/Liber: Page/Folio: as

Instrument No.: **HY8917** in **SHELBY COUNTY, Tennessee**

Loan Amount **\$3,978,500.00**

Property Address: **4628 SUMMER AVE., MEMPHIS, TN 38112**

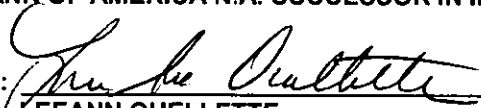
Legal and/or Assignment: **See Exhibit A.**

AND WHEREAS, the undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a successor Trustee under said Deed of Trust in the place and stead of present Trustee hereunder;

Now therefore, the undersigned hereby substitutes **PRLAP, INC.** as Successor Trustee under said Deed of Trust, to have all the powers of said original Trustee, effective immediately.

BANK OF AMERICA N.A. SUCCESSOR IN INTEREST TO NATIONS BANK, N.A.

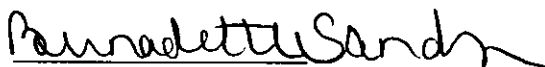
By:


LEEANN OUELLETTE
ASSISTANT VICE PRESIDENT

State of **CONNECTICUT**
County of **HARTFORD**

On **January 10, 2011**, before me, **Bernadette Sands** a Notary Public in and for the county of **HARTFORD** in the state of **Connecticut**, personally appeared **LeeAnn Ouellette, ASSISTANT VICE PRESIDENT** of **BANK OF AMERICA N.A. SUCCESSOR IN INTEREST TO NATIONS BANK, N.A.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public
Bernadette Sands

(This area is for notarial seal)

Bernadette Sands
Notary Public, Connecticut
My Commission Expires Oct. 31, 2012

MIRABILE INVESTMENT CORPORATION
525459

EXHIBIT A

LOT 1, 2 AND 3 OF VACCARO'S SUMMER-STRATFORD SUBDIVISION, MEMPHIS, SHELBY COUNTY, TENNESSEE, AS SHOWN OF RECORD IN PLAT BOOK 21, PAGE 32, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND LOT 4 OF NORVILLE'S STRATFORD STREET SUBDIVISION, AS SHOWN OF RECORD IN PLAT BOOK 15, PAGE 65, IN SAID REGISTER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SUMMER AVENUE (92 FEET WIDE) AND STRATFORD ROAD (80 FEET WIDE), SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2 OF THE SUMMER-STRATFORD SUBDIVISION AND RUNNING SOUTH 89 DEGREES, 38 MINUTES, 45 SECONDS WEST ALONG THE NORTH LINE OF SUMMER AVENUE 210.05 FEET TO AN IRON PIN, AT THE SOUTHWEST CORNER OF LOT 1 OF THE SUMMER-STRATFORD SUBDIVISION; THENCE NORTH 00 DEGREES, 31 MINUTES, 03 SECONDS WEST, A DISTANCE OF 170.03 FEET TO AN IRON PIN, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 4 OF THE MORRILLE'S STRATFORD STREET SUBDIVISION; THENCE NORTH 01 DEGREES, 28 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 60.84 FEET TO AN IRON PIN; THENCE NORTH 09 DEGREES, 43 MINUTES, 04 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 210.68 FEET TO THE WEST LINE OF STRATFORD ROAD; THENCE SOUTH 00 DEGREES, 36 MINUTES, 54 SECONDS EAST ALONG THE WEST LINE OF STRATFORD ROAD 230.60 FEET TO THE POINT OF BEGINNING.



Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

11004857	
01/13/2011 - 09:09 AM	
2 PGS	
LTURNER	810614-11004857
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Recording Requested/Prepared By:
Cathy, Kaiser
Bank of America CB OPS
Farmington
70 Batterson Park Rd
Farmington, CT 06032

When Recorded Mail To:
CT Lien Solutions
P.O.Box 29071
Glendale, CA 91209

2 of 2



TRUST DEED OF RELEASE

LOAN #: 525459 "Mirabile Investment Corporation" SHELBY COUNTY, Tennessee

Dated: January 10, 2011

WHEREAS PRLAP, INC. is the present Trustee of record under the following described Deed of Trust:
 Trustor: **MIRABILE INVESTMENT CORPORATION**, Beneficiary: **BANK OF AMERICA N.A.**
SUCCESSOR IN INTEREST TO NATIONS BANK, N.A., Original Beneficiary: **BANK OF AMERICA N.A.**
SUCCESSOR IN INTEREST TO NATIONS BANK, N.A., Original Trustee: **RON SUEDEKUM**, Substitute
 Trustee : **PRLAP, INC.**

Dated: **12/02/1998** Recorded: **12/07/1998** in Book/Reel/Liber: Page: as Instrument No.: **HY8917** in
SHELBY COUNTY, Tennessee

Loan Amount **\$3,978,500.00**

Property Address: **4628 SUMMER AVE., MEMPHIS, TN 38112**

Legal and/or Assignment: **See Exhibit A.**

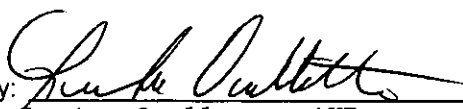
AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby, a written request to reconvey by reason of the obligations secured by said Deed of Trust;

DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust, describing the land therein as more fully described in said Deed of Trust.

By **PRLAP, INC.** as Trustee

On January 10, 2011

By: 
LeeAnn Ouellette, AVP

State of Connecticut
 County of Hartford

On January 10, 2011, before me, Bernadette Sands, a Notary Public in and for the county of Hartford in the State of Connecticut, personally appeared LeeAnn Ouellette, AVP

TRUSTEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by this/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


 Notary Expires: 10/31/12

(This area is for the notarial seal)

Bernadette Sands
Notary Public, Connecticut
My Commission Expires Oct. 31, 2012

MIRABILE INVESTMENT CORPORATION
525459

EXHIBIT A

LOT 1, 2 AND 3 OF VACCARO'S SUMMER-STRATFORD SUBDIVISION, MEMPHIS, SHELBY COUNTY, TENNESSEE, AS SHOWN OF RECORD IN PLAT BOOK 21, PAGE 32, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE, AND LOT 4 OF NORVILLE'S STRATFORD STREET SUBDIVISION, AS SHOWN OF RECORD IN PLAT BOOK 15, PAGE 65, IN SAID REGISTER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SUMMER AVENUE (92 FEET WIDE) AND STRATFORD ROAD (80 FEET WIDE), SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2 OF THE SUMMER-STRATFORD SUBDIVISION AND RUNNING SOUTH 89 DEGREES, 38 MINUTES, 45 SECONDS WEST ALONG THE NORTH LINE OF SUMMER AVENUE 210.05 FEET TO AN IRON PIN, AT THE SOUTHWEST CORNER OF LOT 1 OF THE SUMMER-STRATFORD SUBDIVISION; THENCE NORTH 00 DEGREES, 31 MINUTES, 03 SECONDS WEST, A DISTANCE OF 170.03 FEET TO AN IRON PIN, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 4 OF THE MORRILLE'S STRATFORD STREET SUBDIVISION; THENCE NORTH 01 DEGREES, 28 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 60.84 FEET TO AN IRON PIN; THENCE NORTH 09 DEGREES, 43 MINUTES, 04 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 210.68 FEET TO THE WEST LINE OF STRATFORD ROAD; THENCE SOUTH 00 DEGREES, 36 MINUTES, 54 SECONDS EAST ALONG THE WEST LINE OF STRATFORD ROAD 230.60 FEET TO THE POINT OF BEGINNING.

WARRANTY DEED

THIS INDENTURE, made and entered into this 3rd day of April, 1992, by and between

A. T. Lankford

of the first part, and

A. T. Lankford and Virginia Lankford

of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party _____ of the first part has _____ bargained and sold and does _____ hereby bargain, sell, convey and confirm unto the said parties _____ of the second part of the following described real estate, situated and being in Memphis the County of Shelby State of Tennessee.

Property at 4628 Summer Ave., Memphis, Tennessee.

Lot 2, Vaccaro's Summer-Stratford Subdivision, as shown on plat of record in Plat Book 21, Page 32, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

This being the same property conveyed to the party of the first part by Special Warranty Deed recorded in Book L8 5162 in the Register's Office of Shelby County, Tennessee.

The purpose of this Deed is to create a tenancy by the entirety.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said part ies of the second part, their heirs and assigns in fee simple forever.

And the said part Y of the first part does _____ hereby covenant with the said part ies of the second part that he is lawfully seized in fee of the aforescribed real estate: that he has a good right to sell and convey the same: that the same is unencumbered.

Except 1992 Taxes

And that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

WITNESS THE SIGNATURE _____ of the said party _____ of the first part of the day and year first above written.

X A. T. Lankford

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared _____

A. T. Lankford

with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the person _____ within named and that _____ he _____ executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, this 3rd day of April, 1992.10-10-95

My Commission Expires

Sherry Hollen

Notary Public

STATE OF TENNESSEE, COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is, \$ 10.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

X A. T. Lankford

Affiant

Subscribed and sworn to before me this the 3rd day of April, 1992.Sherry Hollen

Notary Public

My commission expires 10th day of Oct. 1995.

The following information is not a part of this Deed.

Property Address 4628 Summer Ave.,

No. _____

STATE TAX _____

REGISTER'S FEE _____

RECORDING FEE two

TOTAL _____

Mail Tax Bill to 4628 Summer Ave.,Memphis, Tennessee

This Instrument prepared by:

Bernie Mullikin, Jr., Attorney

MT _____

The following information is not a part of this Deed.	
Property Address	4628 Summer Ave.,
Memphis, Tennessee	
Mail Tax Bill to	4628 Summer Ave.,
Memphis, Tennessee	
This Instrument prepared by:	
Bernie Mullikin, Jr., Attorney	

CU6211

SHELBY COUNTY
REGISTER OF DEEDS
92 APR 10 PM 3:36