Installment Deed

BOOK 4616 PAGE 1

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Hospital Corporation of America	Same	83-5-129
(NAME:)	(NAME:)	
242 - 25th Avenue, North		Field Book No.
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37203		19W-1105
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Thousand ($400,000.00) ---------- *Dollars,*

of which the sum of Fifty Thousand ($50,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Three Hundred Fifty Thousand ($350,000.00)---------- *Dollars,*

said Hospital Corporation of America *has executed*

its promissory installment note in the principal sum of Three Hundred Fifty Thousand ($350,000.00) Dollars, payable in seven (7) annual installments of principal of Fifty Thousand ($50,000.00) Dollars each, the first such installment being due and payable on July 1, 1973, together with interest at seven and one-half (7-1/2%) per cent per annum on the unpaid principal balance to said date, and like installments of principal and accrued interest on each July 1, annually thereafter, until said note, principal and accrued interest is paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Kathryn Cotten Miller

have this day bargained and sold, and do hereby transfer and convey unto the said Hospital Corporation of America, a Tennessee corporation, and its *(successors), and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lots Nos. 2, 3, 4, and 5 on the Map showing subdivision of the Ruth B. Hawkins Home Place, as of record in book 547, page 129, Register's Office for said County.

Said Lots Nos. 2, 3, 4, and 5 front 50 feet each, on the westerly side of the Gallatin Pike, and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to Catherine Miller by deed from Cleo M. Miller, of record in book 1101, page 193, Register's Office for said County, the said Catherine Miller being one and the same person as Kathryn Cotten Miller, the Grantor herein, her name being incorrectly spelled in said deed. And being the same property, of which said Kathryn Cotten Miller conveyed a four-fifths (4/5) undivided interest in trust to First American National Bank, Trustee, by deed of record in Book 3316, Page 152, Register's Office of Davidson County, Tennessee, said trust having terminated by its terms on June 30, 1972, and said undivided interest having reverted in fee to the Donor, Kathryn Cotten Miller.

(This Instrument Prepared By: J. C. Dale, Jr., Esq., of Dale & Dedman, Attorneys at Law, 711-18 Nashville City Bank & Trust Building, Nashville, Tennessee 37201)

Buyer may pay the entire purchase price in cash, or at any time payments on said installment note are not in default, Buyer may prepay the balance of the purchase price, on condition that Buyer pays together with the entire principal balance and interest owing at the time of such payment of the entire purchase price in cash, or of such prepayment, the additional amount indicated opposite the year of such payment or prepayment in the following schedule, to-wit:

1972	-	$38,500.00
1973	-	33,000.00
1974	-	27,500.00
1975	-	22,000.00
1976	-	16,500.00
1977	-	11,000.00
1978	-	5,500.00
1979	-	NONE

Possession of the described property will be given Grantee on the date of delivery of this deed. Property taxes prior to July 1, 1972 will be paid by Grantor and those subsequent to that date, including the last half of taxes for 1972 will be paid by Grantee.

This is ~~unimproved~~ improved property, known as 604,606 & 608 Gallatin Road, Nashville, Tenn. 37206
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hospital Corporation of America, and its *(successors),* ~~XXXX~~ *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.,* except for 1972 Metropolitan property taxes.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, and its *(successors),* ~~XXXX~~ *and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Hospital Corporation of America *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, Jr. *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

*Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $*350,000.00*, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

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

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* July, *19* 72

Kathryn Cotten Miller

Kathryn Cotten Miller

HOSPITAL CORPORATION OF AMERICA

BY: Robert P. Bruce
Senior Vice President

ATTEST: Donald W. Fish
Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Peggy Jean Parker, *a Notary Public in and for said County and State,* Kathryn Cotten Miller

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 5th *day of* July, *19* 72

Peggy Jean Parker *Notary Public*

Commission expires 10/29/75

STATE OF _____

COUNTY OF _____

BOOK 4616 PAGE 4

Personally appeared before me, _____, *a Notary Public in and for said County and State,* _____

_____

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at _____,
this.....*day of*....., *19*.....

_____ *Notary Public*

Commission expires.....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $400,000. Affiant Peggy Jean Parker

Subscribed and sworn to before me this 5th day of July 1972

Deputy Register

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Peggy Jean Parker, *a Notary Public of the State and County aforesaid, personally appeared* Robert P. Brueck, Senior Vice President, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Hospital Corporation of America, *the within named bargainor, a corporation, and that* he *as such* ~~President~~ Senior Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* himself *as* ~~President~~ Senior Vice President

Witness my hand and seal, at office in Nashville, Tennessee,
this 5th *day of* July, *19* 72

Peggy Jean Parker *Notary Public*

Commission expires 10/29/75

NOTARY PUBLIC PEGGY JEAN PARKER DAVIDSON COUNTY

INSTALLMENT DEED

FROM

KATHRYN COTTEN MILLER

TO

HOSPITAL CORPORATION OF AMERICA

B 66083

IDENTIF. REFERENCE

JUL 5 1 46 PH '72

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

JUL-5 72	CONV	*		400,000.00	
JUL-5 72	MORT'G	*		350,000.00	
JUL-5 72	S'TAX		A*	1,040.00	
JUL-5 72	S'TAX		A*	348.00	
JUL-5 72	PR'FEE		A*	.50	
JUL-5 72	W'DEED		A*	8.00	* 1,396.50

RUSH