BOOK 4790 PAGE 945

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM
ANNA LOUISE LITSEY,
LOUISE LITSEY, (being one and the same person)
TO
MEDICAL ENTERPRISES, INC.

For draftsman's use

This instrument prepared by:

JOHN G. DOAK, ATTORNEY
2525 Lebanon Rd.
Nashville, Tenn. 37214

MAIL

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MEDICAL ENTERPRISES, INC. (NAME)	RECORDED [illegible] To: JOHN G. DOAK 2525 Lebanon [illegible] (NAME)	
Litsey Bld. Old Lebanon Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 96-1 Par 29-15
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T
FEB 25 10 25 AM '74
FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TENN.

C 4 3 2 1 9

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$135,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF February 19 74

Notary Public

MY COMMISSION EXPIRES: August 14th 1977

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty Five Thousand and no/100 ($135,000.00) DOLLARS

of which $ 33,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date in the principal sum of One Hundred One Thousand Two Hundred Fifty and no/100 payable in annual installments as follows: On the 14th day of February, 1975 the sum of Ten Thousand One Hundred Thirty Four and 80/100 ($10,134.80) on the principal plus interest at the rate of 9% per annum; and, thereafter a like amount on the anniversary of this note(together with interest computed at the rate of 9% per annum on the balance) for nine (9) additional annual installments, until the same is paid in full. There shall be no prepayment penalty; and, the note which this mortgage secures may be paid, in full at any time.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Anna Louise Litsey, Louise Litsey (Being one and the same person)

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Medical Enterprises, Inc.,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(DESCRIPTION ON ATTACHED PAGE)

FEB25	CONV	90,000.00		
FEB25	CONV	45,000.00		
FEB25	MORTG	90,000.00		
FEB25	MORTG	11,250.00		
FEB25 STAX			A* 351.00	
FEB25 STAX			A* 99.20	
FEB25 PRFEE		MAIL	A* .50	
FEB25	WDEED	RECORDED [illegible] To: JOHN G. DOAK 2525 Lebanon Pike Nashville, Tenn. 37214	A* 6.00	* 456.70

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto John G. Doak Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ full insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 14 day of Feb. 1974.

Anna Louise Litsey
Anna Louise Litsey

Louise Litsey
Louise Litsey

MEDICAL ENTERPRISES, INC.
BY: Thomas J. Friddell
Thomas J. Friddell
Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Anna Louise Litsey and Louise Litsey (Being one and the same person) the 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 14th day of Feb., 1974.

Helen L. Sanders
Notary Public

HELEN SANDSON ★ NOTARY PUBLIC ★ DAVIDSON CO. TENN.

Commission expires 11 August 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Thomas J. Friddell, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of the Medical Enterprises, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him, self as Vice President.

Witness my hand and seal, at office in Nashville, this 14th day of Feb., 1974.

RECORDED INSTRUMENT
for JOHN G. DOAK, Trustee
2525 Nashville, Tenn.

Notary Public.

Commission expires

Two Tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Land in the 3rd Civil District of said County, being a part of Lot No. 10 on the Map showing the subdivision of the Jere Bowen Lands, as of record in Plan Book 2, page 134, of the Chancery Court at Nashville, and described as follows:

BEGINNING at a stake in the northeasterly margin of the Old Lebanon Pike, said point being the southeast corner of the E. E. Fulghum tract of land; running thence with Fulghum's westerly line North 41! 45' West 60 feet; thence North 52° East 40 feet to a point; thence South 41° 45' East 65 feet to a point in the northeasterly margin of said Pike; thence with the margin of the same southeasterly 40 feet to the point of beginning.

BEING the same property conveyed to Anna Louise Litsey, by two deeds, one being by deed from R. C. Flowers and wife, Vola Flowers, of record in Book 3317, page 617, and the other being by deed from R. F. Litsey, of record in Book 3837, page 945, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being in the 3rd Civil District and being part of Lot No. 10 on the Plan of Jere Bowen Lands, as of record in Plan Book 2, page 134, of the Chancery Court at Nashville, and described partly of a survey by Z.J. Wilkinson, Surveyor, dated December 17, 1947, as follows:

BEGINNING at a stake in the northeasterly margin of Old Lebanon Road, at the southeast corner of a 1.42 acre tract, in the name of Benson; thence along the Benson tract north 26° 22' east 375.8 feet; thence south 88° east 117 feet to a point in the west line of the Stanford property; thence along Stanford's line south 2° 30' West 276.6 feet to the corner of E. E. Fulghum property; thence along Fulghum's line south 41° 45' west 180 feet to the northeast corner of the property conveyed to R. O. Flowers by deed of record in Book 1760, page 17, Register's Office for Davidson County; thence along Flowers' line north 52° west 40 feet; thence south 41° 45' west 65 feet to a point in the margin of Old Lebanon Pike; thence along margin of said Pike north 40° west 125 feet to the beginning.

BEING the same property conveyed to Louise Litsey, by two deeds, one being by deed from Ernest Guy Sherrill and wife, Ruby Viola Sherrill, of record in Book 2878, page 626, and the other being by deed from R. F. Litsey, of record in Book 3837, page 945, Register's Office for Davidson County, Tennessee.

MAIL
RECORDED INSTRUMENT
TO: JOHN C. DONES, ATTY.
2525 Lebanon Road
Nashville, Tenn
37214