This Instrument Prepared By: Barksdale, Whalley, Gilbert & Frank
Seventh Floor, Third National Bank Building, Nashville, Tennessee 37219

BOOK 5222 PAGE 582

INSTALLMENT DEED

Address New Owners As Follows	Send Tax Bills To	Map And Parcel Number
Ashvin Nathubhai Patel and wife, Tara Ashvin Patel 1415 Dickerson Road Nashville, Tennessee	Same	Map 71-11 Parcel 36

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED SEVENTY-THREE THOUSAND, FOUR HUNDRED TWENTY-EIGHT DOLLARS and SIXTY-SEVEN CENTS ($273,428.67), paid as follows:

a. Payment of SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00) at the closing to the Sellers.

b. Payment of SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00) to Mercer Realty Company by a non-interest bearing note due and payable on or before August 15, 1978.

c. Payment of EIGHT THOUSAND AND NO/100 DOLLARS ($8,000.00) to the Sellers by a note in the amount of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($4,500.00) to become due and payable on or before February 15, 1978 and THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) to become due and payable on or before May 15, 1978, together with interest at the rate of eight percent (8%) per annum.

d. Assumption by the Buyers of all mortgages or Deeds of Trust set forth herein except for the one to George Hussey, from which Sellers will provide a full release, the Buyers agree to hold the Sellers harmless for payment of the same to be paid as per Escrow Agreement between Walter B. Greer, Virginia Greer, Manzurul Huq, Maliha Huq, and Third National Bank in Nashville, Tennessee, to secure the payment of said indebtedness, principal, interest and a lien is expressly retained on the land herein conveved. Manzurul Huq and wife, Maliha Huq, have this day bargained and sold, and do hereby transfer and convey unto the said Ashvin Nathubhai Patel and wife, Tara Ashvin Patel, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Land in Davidson County, Tennessee, being Lots Nos. 18, 19 and part of Lot No. 20 on the Map of W. B. Dews, Subdivision of part of G. Scruggs, Lands, as of record in Book 332, page 53, Register's Office for said County, described as follows:
>
> Beginning on the easterly margin of Dickerson Pike at a piont 150 feet south of the southerly margin of Gatewood Avenue, said point being at the corner of Lots 17 and 18, thence with the easterly margin of the Dickerson Pike, southwardly 150 feet, more or less, to the northwest corner of the property conveyed to Irene B. Lowe, by deed from A. L. Rawls and wife, of record in Book 658, page 345, said Reigster's Office; thence with Rawls northerly line eastwardly 307 feet more or less, to the westerly margin of an alley, thence with said alley northwardly 139.5 feet, more or less, to the corner of Lots 17 and 18, thence with the line between said two lots, westwardly 268.5

feet to the beginning.

Being the same property conveyed to Manzurul Huq and wife, Maliha Huq, by deed from Walter B. Greer and wife, Virginia Greer, of record in Book 5025, page 300, Register's Office for said County.

This is improved property, known as the Savoy Motel, 1415 Dickerson Road, Nashville, Tennessee.

In addition to the real property conveyed herein, personal property is also conveyed, the receipt of which is hereby acknowledged, which Sellers warrant to be free and clear of any encumbrances, obligations, liens, and pledges, except as set forth herein, the consideration of which is in the amount of $50,000.00.

TO HAVE AND TO HOLD said personal property and real estate, with the appurtenances, estate, title and interest thereto belonging to the said Ashvin Nathubhai Patel and wife, Tara Ashvin Patel, their successors, heirs and assigns forever. Manzurul Huq and wife, Maliha Huq, covenant that they 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, except for:

a. Deed of Trust executed by Manzurul Huq and wife, Maliha Huq, to George Hussey, Trustee, of record in Book 5028, Page 813, Register's Office of Davidson County, Tennessee to secure George Hussey the payment of one note dated May 12, 1976, in the original principal amount of $5,000.00, payable eighteen (18) months after date with interest at the rate of eight percent (8%) per annum, from which Sellers agree to hold Buyers harmless, including principal, interest, reasonable attorney's fees and costs.

b. Deed of Trust executed by Ernestine Baird Polk and J. E. Baird, Jr., to J. T. Howell, Jr., Trustee, dated August 15, 1968, and recorded in Book 4260, page 871, Register's Office for Davidson County, Tennessee, to secure to Third National Bank in Nashville, Tennessee, the payment of a note for $65,000.00, payable as therein specified.

c. Vendor's Lien retained in the deed from Walter B. Greer and wife, Virginia Greer, to Manzurul Huq and wife, Maliha Huq, of record in Book 5025, page 300, said Register's Office, to secure to the payment of one note dated May 12, 1977, in the principal amount of $170,000.00, payable as set out in said note.

d. Deed of Trust executed by Walter B. Greer and wife, Virginia Greer, to Leon Ruben, Trustee, dated May 30 1974, and recorded in Book 4820, page 395, said Register's Office, to secure to J. E. Baird, Jr., the payment of a note for $81,270.00, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein.

Manzurul Huq and wife, Maliha Huq, further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to said Ashvin Nathubhai Patel and wife, Tara Ashvin Patel, their successors, heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectively securing the payment of said lien indebtedness; and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the said Ashvin Nathubhai Patel and wife, Tara Ashvin Patel, hereinafter referred to as Trustors, hereby transfer and convey unto Manzurul Huq, Trustee, his successors and assigns, the real estate and all personal property hereinbefore described, with the appurtenances, estate, title

and interest thereto belonging upon the following uses and trusts:

Trustors 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 owners 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.

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 ten (10) days from the date of such payment, there shall be a default. At any time a default should be in effect on any obligation of the Buyers with reference to this agreement, or the notes provided for herein, the Sellers may, at their election, declare all sums on the said notes due and payable and may take possession and control of the properties comprising the motel without institution of foreclosure proceedings. Buyers hereby expressly waive any rights, under law, equity, to a judicial hearing prior to Sellers' repossession of the properties under any such default by Buyers. The foregoing shall not limit either party from seeking any other available remedy in law or equity, for damages, specific performance or otherwise. 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 (20) 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 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:

First: To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided.

Second: To the payment of all taxes which may be unpaid on said premises.

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

Fourth: 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 the parties both singular and plural.

At any time Sellers desire, Buyer will furnish Sellers costs, profit and loss statements and income tax record on the Savoy Motel, certified by Buyers' accountant at reasonable intervals.

Sellers also transfer by this instrument ownership of the Savoy Motel, located at the hereinabove described real property, which they warrant is theirs to transfer and subject to the warranties and covenants listed herein for the real property. Sellers further covenant and warrant that there are no restrictions to operating as a motel as the premises now exist, and no outstanding obligations of the business generally known as the Savoy Motel, 1415 Dickerson Road, except as stated herein, and agree to bind Buyers harmless should obligations be made known to Buyers.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this, the 15 day of November, 1977.

Ashvin Nathubhai Patel
ASHVIN NATHUBHAI PATEL

MANZURUL HUQ

Tara A. Patel.
TARA ASHVIN PATEL

Maliha Huq
MALIHA HUQ

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer of real property is $223,428.67.

Ashvin Nathubhai Patel
Affiant

Subscribed and sworn to before me, this, the 15 day of November, 1977.

Elizabeth K. Leach
Notary Public

My commission Expires:
January 23, 1980

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Manzurul Huq, and wife, Maliha Huq, Ashvin Nathubhai Patel and wife, Tara Ashvin Patel, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 15th day of November, 1977.

Elizabeth L. Leach
Notary Public

My Commission Expires:
NOTARY PUBLIC DAVIDSON COUNTY
23 1980

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IDENTIF. REFERENCE

NOV 15 3 19 PM '77

NOV 15 77	CONV	90,000.00			
NOV 15 77	CONV	90,000.00			
NOV 15 77	CONV	43,428.57			
NOV 15 77	MORT'G	48,000.00			
NOV 15 77	S'TAX		B* 580.84		
NOV 15 77	S'TAX		B* 6.00		
NOV 15 77	PR'FEE		B* .50		
NOV 15 77	W'DEED		B* 12.00	*	599.34

INVENTORY
SAVOY MOTEL

EXHIBIT A

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MANAGERS QUARTERS:

Kitchen-Refrigerator, stove, kitchen cabinet, dinette set.
Living Room & Bedroom-No furniture but fully carpeted.

OFFICE:

Front desk, brochure rack, PBX console,(telephone) cash register.

ROOMS:

Back Building: Ten single rooms each having one double bed, one dresser, one chair, 1 lamp, one night stand, one two-room suite, each room having one double bed, one dresser, one stand. This building is on central hot water. And Heat/Cooling unit.

Middle Building: Three single rooms each having one double bed, one dresser, one chair, one lamp and one night stand. Two-two room suite with kitchen, #12 has one double bed, one couch, one dinnette set, one lamp and kitchen, one night stand. #14 has two double beds, one chair, one lamp and kitchen, one night stand. Two family units (#17 & #32) each having two double beds, dresser, chair, lamp, one night stand. This building is on central air, neat/cool and central hot water, excepting #32 has a windown unit, (heat/cool) Upstair apartment has full kitchen, lamp, one bed and one dresser.

Front Building: (Two) Eleven double rooms each having two double beds, one chair, one night stand and two lamps.

TRAILERS:

Three trailers furnished with refrigerators, stove, and dinnettè set.

All rooms (31 motel rental units, upstair apartment) and three trailers all carpeted.
There are twelve window air units for motel and three window air units for trailers.
All linens (enough to make up beds plus few extras) that are in use presently go with the motel.
Three rollaway beds go also with the motel.
32 + 3 = 35 (B.W.) T.V. also go with the motel.
Pool with pool mechanicals also go with the motel.
All fixture and fittings also go with the motel.

2 Ice machine (one not working)
2 Soda machines
2 Washers
2 Dryers
4 Spare air conditioners (may not be working)
1 Vacuum cleaner
1 Dumpster (for garbage)
1 Filing cabinet in storage room.