This instrument prepared by:
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Attorney at Law
501 Union Street - Suite 701
P.O. Box 2707
Nashville, Tennessee 37219

BOOK 5240 PAGE 74

JAN-4 MISC B* 8.00 * 8.00

Address New Owner	Send Tax Bills to:	
KMC Mortgage Investors P.O. Box 11246 1387 New Circle Road, N.E. Lexington, Kentucky 40505	KMC Mortgage Investors P.O. Box 11246 1387 New Circle Road, N.E. Lexington, Kentucky 40505	Map No. 148 Parcel No. 12

QUIT CLAIM DEED

This instrument made and entered into this 3rd day of October, 1977 by and between Hunting Brook Associates, an Ohio limited partnerhship (herein referred to as "Transferor") and KMC Mortgage Investors, a Kentucky Business Trust with its principal office in Lexington, Kentucky, (herein referred to as "Transferee"):

W I T N E S S E T H:

Whereas, on June 12, 1972 by a deed of trust recorded in Book 4610, page 304 of the Register's Office of Davidson County, Tennessee, Deffet Tennessee Partners, Ltd., an Ohio Limited Partnership, conveyed the hereinafter described real property to Homer Hail and W. E. Ezzell, Trustees, to secure the payment to KMC Mortgage Investors, a Kentucky business trust ("KMC"), a promissory note in the principal amount of $2,850,000 fully described in said deed of trust; and also to secure the performance of the Building Loan Agreement between Deffet Tennessee Partners, Ltd. and KMC dated June 12, 1972 and the commitment letter of KMC dated May 2, 1972, as amended, all as stated and referred to in said deed of trust; and

Whereas, by warranty deed recorded in Book 4669, page 684 of the Register's Office of Davidson County, Tennessee, Deffet Tennessee Partners, Ltd. conveyed the hereinafter described real property to Hunting Brook Associates, an Ohio limited partnership, which assumed and agreed to pay and perform the obligations of the said promissory note described in the said deed of trust and all other obligations

of such deed of trust recorded in Book 4610, page 304 of the Register's Office of Davidson County, Tennessee; and

Whereas, on May 30, 1974, by a deed of trust recorded in Book 4823, page 158 of the Register's Office of Davidson County, Tennessee, Transferor encumbered the hereinafter described real property by another and additional lien to secure the payment of a promissory note dated May 30, 1974 in the principal amount of $650,000 payable to Transferee; and

Whereas, there exist defaults in the payment of the said $2,850,000 promissory note and of the $650,000 promissory note and in the performance of other terms, conditions and provisions of the respective deeds of trust of record in Book 4610, page 304 and in Book 4823, page 158 of the Register's Office of Davidson County, Tennessee; and

Whereas, Transferee has taken possession of the property under the provisions of an Assignment of Leases, Rents and Profits and has had substitute trustees appointed in preparation for a trustee's sale of the said real property in accordance with the terms, conditions and provisions of the said deeds of trust and;

Whereas, Transferor is desirous of transfering all of the property described in the deeds of trust of record in Book 4610, page 304 and in Book 4823, page 158 of said Register's Office in lieu of such trustee's sale upon the condition that such transfer will terminate all of the Transferor's liabilities and obligations with respect to such deeds of trust and the respective promissory notes secured thereby; and

Whereas, Transferee is agreeable to cancel the indebtedness stated in and evidenced by the promissory note of June 12, 1972 in the amount of $2,850,000 and the promissory note of May 30, 1974 in the amount of $650,000 secured

by the said deeds of trust in consideration of such transfer by the Transferor; and

NOW, THEREFORE, in consideration of the foregoing and the specific termination and release of all of Transferor's obligations and liabilities under the promissory notes and deeds of trust dated June 12, 1972 and May 30, 1974 such deeds of trust being of record in Book 4610, page 304 and Book 4823, page 158, respectively, in the Register's Office of Davidson County, Tennessee and Ten Dollars ($10.00) cash in hand paid to Transferor, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Transferor hereby quit claims to KMC Mortgage Investors all of the right, title and interest of Hunting Brook Associates in the following described improved real property located in Davidson County, Tennessee:

> Beginning at a point in the North boundary line of Haywood Acres Subdivision, Section Four, as of Record in Book 2900, Page 93, Register's Office, Davidson County, Tennessee; said point being in the northerly margin of Lot 116, owner of record being Ralph L. Peebles, et ux; Thence N2° - 29' E, a distance of 385.02 feet to a concrete monument; Thence N87° - 31' W, a distance of 77.55 feet to a concrete monument; Thence N16° -26' 23"W, a distance of 575.93 feet to an iron pin in the South margin of a proposed 80 foot roadway (Proposed Linbar Drive), said point being in a curve having a radius of 358.82 feet; Thence with the arc of said curve, to the right a distance of 514.33 feet to the end of said curve; Thence S30° -09' E, a distance of 598.61 feet along the southerly margin of said 80 foot roadway to a point; Thence N88° -45' -12" W, a distance of 117.40 feet to a corner post; Thence S0° - 56'-20"W, a distance of 174.19 feet to a corner post; Thence S81° - 51'-01" W a distance of 41.37 feet to a corner post; Thence S5° -50' - 34" W, a distance of 207.26 feet to a corner post, said point being in the easterly margin of a 50 foot roadway (East Ridge Drive); Thence N 79° -08' - 59" W a distance of 295.29 feet to an iron pin, said point being in the easterly property line of Lot 116 Haywood Acres Subdivision Section Four; Thence N9°-29'-01"E, a distnce of 51.10 feet to an iron pin, said point being in the Northeast corner of Lot 116 Haywood Acres Subdivision Section Four; Thence N74° - 35' -02"W, a distance of 60.61 feet to the point of beginning and containing 9.76 acres.

Being a portion of the property conveyed to U. Grant Browning and G. T. Scott, Trustee, as of Record in Book 4237, Page 585, Register's Office, Davidson County, Tennesse; and being the same property conveyed to Hunting Brook Associates, an Ohio limited partnership, by Deffet Tennessee Partners, Ltd., by warranty deed of record in Book 4669, page 684, Register's Office of Davidson County, Tennessee.

In witness whereof, the undersigned has caused this instrument to be executed by its general partner on the day and year first written above. Any contrary provisions hereof notwithstanding, the effective date of this conveyance is January 2, 1978.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ None
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 4 DAY OF January 1978
E. Barnes
Deputy Register

HUNTING BROOK ASSOCIATES

BY _____
General Partner

STATE OF Kentucky

COUNTY OF Fayette

On this 3rd day of October, 1977, before me appeared Cap Middleton, to me personally known, who being by me duly sworn (or affirmed) did say that he is the General Partner of Hunting Brook Associates, an Ohio limited partnership, and that said instrument was signed in behalf of said limited partnership, by authority of the limited partners pursuant to the Limited Partnership Agreement and the said Cap Middleton did acknowledge the said instrument to be the free act and deed of said limited partnership, and that the said limited partnership has no corporate seal.

WITNESS my hand and seal at office in Lexington, Fayette Co., KY., this 3rd day of October, 1977.

Robt. P. Carter
Notary Public, State of Kentucky at Large

My commission expires: April 12, 1978

IDENTIFICATION REFERENCE
JAN 4 2 09 PM '78
FELIX Z.
DAVIDSON
E 44662.