This instrument prepared by: Clark H. Tidwell, 24th Floor, L & C Tower, Nashville, Tennessee 37219

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Raman G. Dayal, et al	Security Federal Savings & Loan	Par 4W-11860
(NAME:)	(NAME:)	Par 4W-11870
710 James Robertson Pkwy.	2700 Franklin Road	Map 93-1-36
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 93-1-35
Nashville, Tennessee	Nashville, Tennessee 37204	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Million Five Hundred Fifty Thousand ($1,550,000.00) *Dollars, of which* Seventy Three Thousand Three Hundred Thirty Five and 87/100 ($73,335.87) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* and payment of $138,236.97 to satisfy a deed of trust to Charles M. Collins, Trustee, of record ~~XXXXX~~ *Dollars,* in Book 4919, Page 599, Register's Office of Davidson County, Tennessee securing Holiday Inns, Inc., we, Raman G. Dayal and Vallabhbhai Bhavanbhai Patel *have executed* two Promissory Notes in the amounts of $80,000 each with interest at the rate of 10% per annum the first due and payable on November 22, 1979 and the second on November 22, 1980 and have executed an Installment Note in the principal amount of $586,253.66 with interest at the rate of 8% per annum with monthly installments of $6,345.97, to be paid in full on November 22, 1990, all of the aforesaid notes being of date

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, we, Paul M. Finholt and wife, Judy Finholt (Paul M. Finholt's former wife, Carolyn S. Finholt being deceased) and Charles T. Levering and wife, N. Jean Levering *have this day bargained and sold, and do hereby transfer and convey unto the said* Raman G. Dayal and Vallabhbhai Bhavanbhai Patel, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT 1: Land in Davidson County, Tennessee, being Parcel No. "G" on the Map of the Subdivision of the Capitol Hill Redevelopment Project, as of record in Book 2663, pages 120 and 121, Register's Office for said County, and described according to a copy of a survey dated July 14, 1958, by Barge-Waggoner, and Sumner, Inc., Engineers, as follows:
Beginning at the northerly end of a curve at the intersection of the northerly line of James Robertson Parkway and the easterly line of 7th Avenue North and proceeding North 27 degrees 17 minutes West 100.5 feet with the easterly line of 7th Avenue North to a point, said point being on the boundary of said parcel and the Louisville and Nashville Railroad Property; thence North 56 degrees 12 minutes East 333.3 feet with the boundary of the Louisville & Nashville Railroad property to a point; thence with said boundary and a curve to the right having a radius of 1122.8 feet and a central angle of 1 degree 25 minutes a distance of 27.6 feet to a point, said point being on the westerly line of 6th Avenue North; thence South 27 degrees 31 minutes East 118.6 feet with the westerly line of 6th Avenue North to a point, said point being the beginning of a curve at the intersection of the westerly line of 6th Avenue North and the northerly line of James Robertson Parkway; thence with a curve to the right having a radius of 20.0 feet and a central angle of 92 degrees 41 minutes, a distance of 32.4 feet to a point of compound curvature, thence, with the northerly line of James Robertson Parkway and a curve to the left having a

STATE OF TENNESSEE, COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1,550,000.00

Affiant

Subscribed and sworn to before me, this the 22nd day of November, 1980

Notary Public

My commission expires: Dec. 23, 1980

(Affix Seal)

radius of 1398.0 feet and a central angle of 12 degrees 57 minutes a distance of 316.0 feet to a point of compound curvature with a curve at the intersection of the northerly line of James Robertson Parkway and the easterly line of 7th Avenue North; thence, with a curve to the right having a radius of 20.0 feet and a central angle of 100 degrees 30 minutes a distance of 35.1 feet to the point of beginning, and containing 44,582 square feet, more or less.
Being the same property conveyed to Holiday Inns of America, Inc., by deed from The Nashville Housing Authority, of record in Book 2882, page 255, and corrected in Book 2998, page 572, Register's Office of Davidson County, Tennessee.
TRACT 2: Land in Davidson County, Tennessee, being Parcel "H" on the Map of the Subdivision of the Capitol Hill Redevelopment Project, as of record in Book 2663 pages 120 and 121, Register's Office, Davidson County, Tennessee, and described according to a copy of a survey dated July 14, 1958, by Barge-Waggoner-Sumner, Inc., Engineers: BEGINNING at the northerly end of a curve at the intersection of the northerly line of James Robertson Parkway and the easterly line of 8th Avenue North and proceeding N 27 degrees 20' W, 121.7 feet with the easterly line of 8th Avenue North to a point, said point being on the boundary of Parcel H and the Louisville & Nashville Railroad property; thence, N 56 degrees 04' E 305.0 feet with said boundary to a point, mid point being on the westerly line of 7th Avenue North; thence S 27 degrees 17' E, 106.0 feet with the westerly line of 7th Avenue North to the beginning of a curve at the intersection of the westerly line of 7th Avenue North and the northerly line of James Robertson Parkway; thence, with a curve to the right having a radius of 20.0 feet and a central angle of 75 degrees 18' a distance of 26.3 feet to a point of compound curvature; thence, with the northerly line of James Robertson Parkway and a curve to the left having a radius of 1365.0 feet and a central angle of 2 degrees 55' a distance of 69.5 feet to a point of compound curvature; thence, continuing with the northerly line of James Robertson Parkway and a curve to the left having a radius of 625.0 feet and a central angle of 11 degrees 37' a distance of 126.7 feet to the end of said curve; thence, with the northerly line of James Robertson Parkway S 33 degrees 29' W, 23.5 feet to the beginning of a curve at the intersection of the northerly line of James Robertson Parkway and the easterly line of 8th Avenue North; thence, with a curve to the right having a radius of 56.8 feet and a central angle of 119 degrees 11' a distance of 118.2 feet to the end of said curve and the point of beginning, and containing 46,361 square feet, more or less.
Being the same property conveyed by Holiday Inns, Inc. to Paul M. Finholt and wife, Carolyn S. Finhold, now deceased, and Charles T. Levering and wife, N. Jean Levering by deed or record in Book 4919, page 591, Register's Office of Davidson County, Tennessee.

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This is improved (X) property, known as 710 James Robertson Parkway, Nashville, TN
(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 Raman G. Dayal and Vallabhbhai Bhavanbhai Patel, their ..... *(successors), 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.* except for a first mortgage or deed of trust wherein Everett A. Covington, Jr., Trustee, is so designated to secure Security Federal Savings and Loan Association of Nashville for the principal sum of $580,000.00 with interest at the rate of 9% of record in Book 4919, page 594, Register's Office of Davidson County, Tennessee and an assumption fee of 1% to which the second mortgage evidenced by this purchase money installment deed is inferior or junior.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Raman G. Dayal and Vallabhbhai Bhavanbhai Patel, their ..... *(successors), 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 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 Raman G. Dayal and Vallabhbhai Bhavanbhai Patel ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Clark H. Tidwell ....., *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 $....., 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.

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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 22nd *day of* November, *19* 78

Paul M. Finholt
Paul M. Finholt

Judy Finholt
Judy Finholt

Charles T. Levering
Charles T. Levering

N. Jean Levering
N. Jean Levering

Raman G. Dayal
Raman G. Dayal

VALLABHBHAI BHAVANBHAI PATEL
Vallabhbhai Bhavanbhai Patel

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Paul M. Finholt, Judy Finholt, Charles T. Levering, N. Jean Levering, Raman G. Dayal, Vallabhbhai Bhavanbhai Patel

the within named bargainor, S 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* 22nd *day of* November, *19* 78

ELIZABETH K. LEACH NOTARY PUBLIC DAVIDSON COUNTY

Commission expires May 23, 1980

Elizabeth K. Leach *Notary Public*

STATE OF.....
COUNTY OF.....

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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

NOV 28 78	CONV	*	1,550,000.00	
NOV 28 78	MORT'G	*	586,253.66	
NOV 28 78	S'TAX		B* 4,030.00	
NOV 28 78	S'TAX		B* 534.30	
NOV 28 78	PR'FEE		B* .50	
NOV 28 78	W'DEED		B* 6.00	* 4,620.80

INSTALLMENT DEED

FROM

TO

F 0 2 2 1 9

IDENTIF. REFERENCE

Nov 28 3 21 PM '78

FELIX Z. HALL, REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238