Prepared By: Harris A. Gilbert
9th Fl., Third Nat'l Bank
Bldg., Nashville, TN. 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. Jerry E. Puckett, et al	Same	
(NAME): Harding Medical Clinic	(NAME):	147-3-50
(STREET ADDRESS OR ROUTE NUMBER): 1111 Hillsboro Road	(STREET ADDRESS):	BOOK 5382 PAGE 863
(CITY) Nashville (P. O. ZONE) TN 37211 (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ***** TWO HUNDRED THOUSAND and NO/100 ********* ($200,000.00) ********** *Dollars,*

of which FIFTY THOUSAND and NO/100 ($50,000.00) Dollars, plus payment of quarterly interest of $4,275.00 ********** *has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* *** ONE HUNDRED FIFTY THOUSAND and NO/100 ($150,000.00) ********** *Dollars,*

Dr. Jerry E. Puckett, Dr. Rodger T. Wallace and Dr. Charles E. Morton, jointly and severally ********** *have executed* an installment deed note of even date herewith in the principal sum of $150,000.00, payable in three installments of $50,000.00 each on January 2, 1982, January 2, 1983 and January 2, 1984, together with interest thereon at the rate of 9% per annum and payable as follows: $13,500.00 interest on January 2, 1980; $13,500.00 interest on January 2, 1981; $13,500.00 interest on January 2, 1982, $9,000.00 interest on January 2, 1983 and $4,500.00 interest on January 2, 1984;

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, J. KENNETH JACOBS, TRUSTEE,

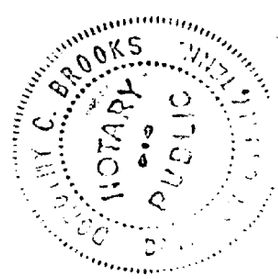
have this day bargained and sold, and do hereby transfer and convey unto the following parties as tenants in common, the undivided interest set opposite the name of each:

Dr. Jerry E. Puckett - 1/2 undivided interest
Dr. Rodger T. Wallace - 1/4 undivided interest
Dr. Charles E. Morton - 1/4 undivided interest

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

Seller agrees to subordinate to a first mortgage on one acre at the rear of the tract.

For legal description of property conveyed, see attached Exhibit "A" which is made a part hereof.



STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 5th day of January 1979

Affiant

My commission expires: 1-15-82 (Affix Seal)

Notary Public

unimproved (X)
This is improved ( ) property, known as 147-3-50 (House Number) Wallace Road (Street) Nashville, Tn (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 Dr. Jerry E. Puckett, Dr. Rodger T. Wallace and Dr. Charles E. Morton, their *(successors), heirs and assigns forever.* I do *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 1978 and 1979 taxes which have been credited to buyer and assumed, and restrictions of record in Book 4837, Page 509, R.O.D.C., Tenn.

I do *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dr. Jerry E. Puckett, Dr. Rodger T. Wallace and Dr. Charles E. Morton, 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 Dr. Jerry E. Puckett, Dr. Rodger T. Wallace and Dr. Charles E. Morton *hereinafter referred to as trustors, hereby transfer and convey unto* Harris A. Gilbert, *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.

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 2nd *day of* January, *19* 79

P. Dorothy Keele, trustee

Rodger T. Wallace

Chas E Morton M.D.

Jerry E Puckett M.D.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me Dorothy C. Brooks, *a Notary Public in and for said County and State,* Dr. Jerry E. Puckett, Dr. Rodger T. Wallace and Dr. Charles E. Morton,

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, Davidson County, *Tennessee, this* 5th *day of* January, *19* 79

DOROTHY C. BROOKS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Dorothy C Brooks *Notary Public*

Commission expires 1/18/82

PREPARED IN OFFICE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5382 PAGE 866

Personally appeared before me, [signature] *, a Notary Public in and for said County and State,* J. KENNETH JACOBS, TRUSTEE,

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

Witness my hand and official seal at Nashville, Davidson County, Tennessee *this* 5th *day of* January, 1979.

[signature] *Notary Public*

Commission expires 1/19/82

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

JAN-8 79	CONV	90,000.00		
JAN-8 79 79	CONV	90,000.00	200,000.00	
JAN-8 79 79	CONV	20,000.00		
JAN-8 79 79	MORT'G	90,000.00		
JAN-8 79	MORT'G	60,000.00	150,000.00	
JAN-8 79	S'TAX		B* 520.00	
JAN-8 79	S'TAX		B* 148.00	
JAN-8 79	PR'FEE		B* .50	
JAN-8 79	W'DEED		B* 10.00	* 678.50

INSTALLMENT DEED

FROM

TO

F. 0 8 5 2 9

IDENTIF. REFERENCE

JAN 8 3 22 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

DESCRIPTION:

A 2.39 more or less, acre tract of land lying in the 31st Councilmanic District of Davidson County, Tennessee, being a portion of the James Anderson Sharber property of record in Book 1235, page 68, Register's Office for Davidson County, Tennessee, described according to a survey by James L. Murphy Jr., Inc., dated December 12, 1973, as follows:

Beginning at a point lying on the southerly margin of Wallace Road, said point described as lying northeast a distance of 241.49 feet from the most easterly return point at the intersection of the southerly margin of Wallace Road and the easterly margin of Nolensville Road, as widened, said point being further described as lying 70.82 feet from the southwest corner of Longwood Terrace Apartments as of record in Book 4566, page 601, Register's Office of Davidson County, Tennessee; thence leaving the said southerly margin of Wallace Road and running with a line parallel to and 40 feet south of the most northerly line of the James Anderson Sharber property as record in Book 1235, page 68, Register's Office of Davidson County, Tennessee, south 87 degrees 34 minutes east a distance of 533.16 feet to a point; thence leaving said line parallel to and 40 feet south of James Anderson Sharber property south 0 degrees 34 minutes 23 seconds east a distance of 181.67 feet to a point lying on the northerly line of the Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property as of record in Book 4152, page 594, Register's Office for Davidson County, Tennessee thence running with the said northerly line of Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property north 86 degrees 34 minutes west a distance of 519.07 feet to a point lying on the easterly margin of an access road; thence leaving the said northerly line of Moe Pear, Sidney Reichman, Abe Rothberg, and Willis Reynolds property and running with the said easterly margin of the access road around a curve, having a radius of 282.01 feet, to the right, a distance of 149.98 feet to a point; thence north 36 degrees 01 minutes 18 seconds west a distance of 8.08 feet to a point lying on the southerly margin of Wallace Road; thence leaving the said easterly margin of the access road and running with the southerly margin of Wallace Road north 53 degrees 58 minutes 42 seconds east a distance of 62.95 feet to the beginning of a curve; thence around a curve, having a radius of 1407.40 feet, to the right a distance of 64.64 feet to the point of beginning, containing 2.39, more or less, acres.

Together with a non-exclusive easement for ingress and egress over a 40-foot strip immediately north of the above tract as reserved in deed from Willis Reynolds et al, to William E. Martin, Trustee, of record in Book 4777, page 154, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a concrete monument in the southeasterly margin of Wallace Road, said monument being located at the southwesterly corner of the Longwood Terrace Apartments property of reco in Book 4566, page 601, Register's Office for Davidson County, Tennessee; thence with said Longwood Terrace Apartment property South 87 degrees 34' 0" East 1086.04 feet, more or less, to a point; thence South 0 degrees 34' 23" East 40 feet to a point, said point being the northeasterly corner of a tract labeled "G" on a survey by James L. Murphy, dated December 12, 1973, and revised December 26, 1973; thence with the northerly margin of Tracts "D" and "G" on said survey North 87 degrees 34' West 1141.97 feet to a point in the southeasterly

margin of Wallace Road; thence with the margin of said Road, around a curve with a radius of 1407.40 feet in a northeasterly direction, a distance of 70.82 feet to the point of beginning

Being the same property conveyed to Dr. J. Kenneth Jacobs, Trustee, by deed from Norman W. Ginsberg of record in Book 5101, page 247, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO
Legibility of writing, typing or printing unsatisfactory when received.
Document [illegible]

EXHIBIT "A"