This instrument prepared by Harris A. Gilbert, 7th Floor, Third National Bank Building, Nashville, TN 37219.

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INSTALLMENT DEED

Address New Owner as follows: Naranbhai P. Patel; 710 Spence Lane, Nashville, Tennessee 37217

Send Tax Bills to: TVB Mortgage Corp.; P.O. Box #2546, Nashville, Tennessee 37219

Map-Parcel No.: 2DA-60500, 106.11-4

FOR AND IN CONSIDERATION of the sum of One Million, Five Hundred Twenty-Five Thousand ($1,525,000.00) Dollars, of which One Hundred Seventy Thousand Dollars has been paid in cash, and for the remainder of One Million, Three Hundred Fifty-Five Thousand ($1,355,000.00) Dollars, grantees, Naranbhai P. Patel, et al., have (1) assumed and agreed to pay a 76.25% proportionate share, being $882,827.32 of the present First Deed of Trust on the subject property as set forth in the Deed of Trust from Tudor Inns of America, Inc., to Miller Kimbrough, Trustee, and Kimbrough-Kavanaugh & Associates, Inc., as of record in Book 4666, Page 546, R.O.D.C., Tenn. and as amended in Book 4778, Page 994, R.O.D.C., Tenn.; (2) assumed and agreed to pay a 76.25% proportionate share being $184,146.68 of the present Second Deed of Trust on the subject property as set forth in the Deed of Trust between Tudor Inns of America, Inc. and William N. Dearborn, Trustee, of record in Book 4302, Page 938, R.O.D.C., Tenn.; and (3) and for the balance of $288,026.00 the Buyers have executed their promissory note providing for the payment of $68,000 in four equal semi-annual installments of $19,177.36 each, beginning July 22, 1979, said installments including principal and interest at rate of 10% per annum; and for the balance of $220,026.00, payable in 120 monthly installments of $2,907.67, per month commencing February 1, 1979, which includes principal and interest at the rate of Ten Percent ----------

(10%), to be paid in 120 monthly installments from date of closing, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, TUDOR INNS OF AMERICA, INC., a Tennessee corporation, has this day bargained and sold, and does hereby transfer and convey unto the Grantees, namely NARANBHAI P. PATEL and ISHWARLAL P. PATEL, a half-interest each as tenants in common, their successors, heirs and assigns, certain real estate in Davidson County, Tennessee, described as set forth in Exhibit "A" attached hereto and made a part hereof by reference, and certain personal property located therein.

This conveyance is made subject to the First and Second Mortgage Deeds of Trust described hereinabove, which include not only the subject property but property conveyed by installment deed of even date of HASMUKH PATEL, et al., described on Exhibit "B" hereto and in the event of a default in payment of said First and Second Mortgage, which are applicable to both tracts described in Exhibits "A" and "B" or the Installment Deed of Trust applicable to Exhibit "B", a default in payment of any of said obligations may be considered a default in payment on this obligation, and give rise to all the rights provided herein, and that the holder hereof may make advances to keep said Mortgage Deeds of Trust current and add said advances to the balance of the note secured hereby.

All payments must be made by the date set forth herein, and a late charge of Five Percent (5%) may be made by the holder of said notes in the event same is not paid within ten (10) days after the first day of each month, but this shall

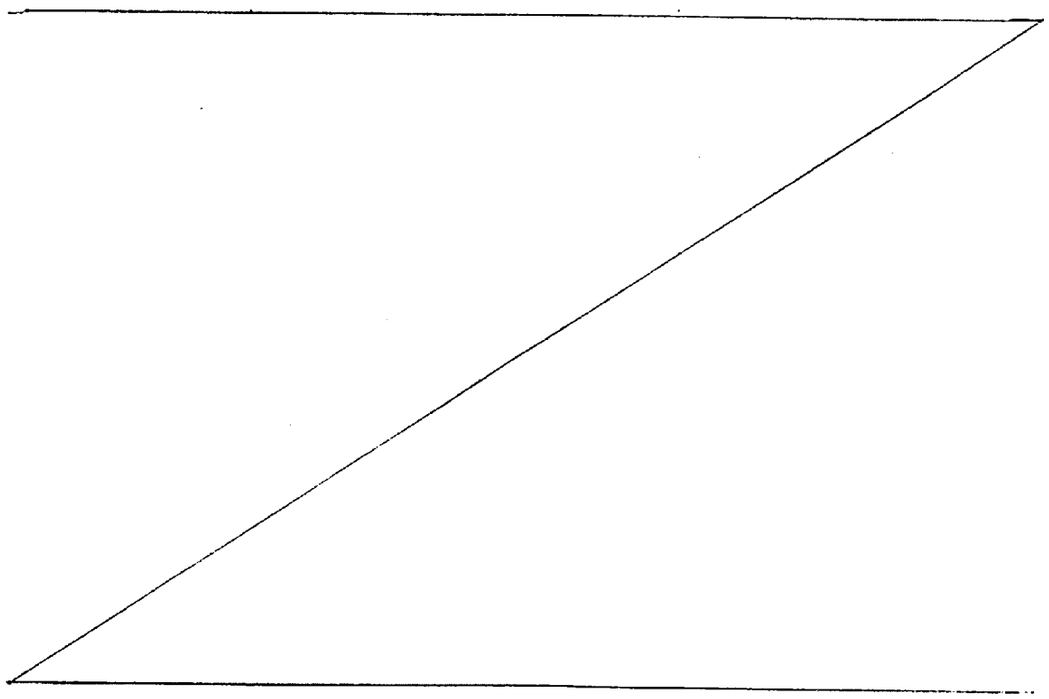
not waive any rights of the holder. In the event of a default on any of the terms of this Installment Deed of Trust, Grantor will send to Grantee a notice at the proper address conveyed herein, a written twenty (20) day notice before commencement of foreclosure proceedings.

In order to facilitate the payment of the First and Second Mortgage Deeds of Trust, and the Deed of Trust note provided herein, Grantees shall pay to the Tennessee Valley Bancorp, Commerce Union Bank, or such other party as Grantor may designate, monthly, their proportionate amounts of First and Second Mortgage Deeds of Trust, together with the taxes required to be paid in escrow, and sums necessary to pay the Installment Deed of Trust note provided herein.

The terms, covenants and conditions and requirements of the present First and Second Mortgage Deeds of Trust constitute a part of the existing encumbrances applicable to the subject property and are hereby incorporated into this Deed of Trust. At all times prior to release hereof (without regard to a prior release of the existing encumbrances), the undersigned Grantees shall be obligated to discharge the duties and obligations of the obligors under said Deeds of Trust. Grantor may enforce the terms and conditions of said First and Second Mortgage Deeds of Trust with respect to the terms, covenants and conditions and requirements contained therein in order to protect its rights under the Deed of Trust granted hereby to Grantor and, in addition thereto, Grantee shall provide Grantor quarterly financial statements as to the operations of the motel located on the subject property.

In the event that TUDOR INNS OF AMERICA, INC., or

the holder of the note provided for hereunder, or the note executed by HASMUKH B. PATEL and wife CHANDAN H. PATEL, shall obtain any credit thereon, payment thereon, or reduction in indebtedness from the COMMERCE UNION BANK, with respect to the Second Mortgage Deed of Trust, or any other party including, but not limited to, DYNAMIC MOTEL MANAGEMENT, INC., LEWIS FIELD, GILBERT LEE COHEN, or ALFRED FINKELSTEIN, for the benefit of TUDOR INNS OF AMERICA, INC. or its assigns, that same shall not constitute a reduction in the indebtedness hereunder, but said sums shall be credited and paid to the account of TUDOR INNS OF AMERICA, INC., or its assigns, and retained or considered as part of the principal amount and interest due hereunder, and shall be payable to TUDOR INNS OF AMERICA, INC., to the extent of any reduction, and there shall not be any change in the note payments otherwise specified in this Installment Deed of Trust, and same shall continue as before with no change in principal or interest obligations of Grantee.



KUSUM N. PATEL, wife of NARANBHAI P. PATEL, and RAMILA I. PATEL, wife of ISHWARLAL P. PATEL, hereby join in the execution of the Installment Deed of Trust provided herein to waive any marital rights they may have in the subject property, but do not otherwise join in this conveyance.

JAN23	CONV	*	1,267,000.00	
JAN23	MORT'G	*	288,026.00	
JAN23 S'TAX			B* 3,234.20	
JAN23 S'TAX			B* 236.00	
JAN23 PR'FEE			B* .50	
JAN23	W'DEED		B* 18.00	* 3,598.70

This is unimproved ( ) improved (X) property, known as 714 Spence Lane, Nashville, Tennessee
(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 NARANBHAI P. PATEL, et al., their *(successors), heirs and assigns forever.* it *covenant that* it is *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 the Deed of Trust of record in Book 4666, Page 546, RODC., TN, and amended as of record in Book 4778, Page 994, RODC., TN; Deed of Trust of record in Book 4802, Page 938, RODC., TN, and amended as of record in Book 5251, Page 698, RODC., TN; Metro taxes for the year 1979, which have been prorated and assumed by the Grantees; lack of direct access of Interstate Highway No. I-40 from the premises in question, such right of access being granted to the State of Tennessee; [illegible]

it covenants and binds its *heirs and representatives, to warrant and forever defend the title to said real estate to said* NARANBHAI PATEL, et al., 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 NARANBHAI PATEL, et al., *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.

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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* January, 1979.

TUDOR INNS OF AMERICA, INC.

By: Sherron J. Weinberger, President
Sherron J. Weinberger, President

Naranbhai P. Patel
Naranbhai P. Patel

Ishwarlal P. Patel
Ishwarlal P. Patel

Kusum N. Patel
Kusum N. Patel

Ramila I. Patel
Ramila I. Patel

F. 1.0 9. 1: 8

IDENTIF. REFERENCE

JAN 23 2 55 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Naranbhai P. Patel, Ishwarlal P. Patel, Kusum N. Patel and Ramila I. 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
this 22nd *day of* January, *1979*

PERRY [illegible] JR. NOTARY PUBLIC Tennessee, Notary Public

Commission expires 11-17-80

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

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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, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Sherron J. Weinberger, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President ..... *of the* TUDOR INNS OF AMERICA, INC., *the within named bargainor, a corporation, and that* he *as such* 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* President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 22nd *day of* January, *19* 79

.....*Notary Public*

Commission expires 11-17-80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,267,000.00.

Attorney for Buyers

Subscribed and sworn to before me, this the 23rd day of January, 1979.

My Commission Expires 5/13/80

Deborah J. McKinney
Notary Public

INSTALLMENT DEED

FROM

TO

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

LAND in Davidson County, Tennessee, described according to a survey dated November 27, 1972, revised December 12, 1972, by James L. Murphy, Jr., Tennessee Registered Land Surveyor No. 5, recorded in Book 4666, page 555, Register's Office for said County, as follows:

BEGINNING at an iron pin on the westerly margin of the right-of-way of Spence Lane in the southwesterly line of the Tennessee Rural Electric Cooperative Association, Inc., property (Book 2998, page 125, said Register's Office); thence, with the westerly margin of said right-of-way, South 24° 42' 34" West 340.58 feet to an iron pin in a northeasterly right-of-way line of Interstate Highway No. 40; thence, with a northeasterly margin of said right-of-way North 31° 34' 42" West 176.50 feet to an iron pin; thence, with an easterly margin of said right-of-way, North 2° 41' 38" West 312.03 feet to an iron pin at the southwesterly corner of the Tennessee Rural Electric Cooperative Association, Inc., property; thence, with the southwesterly line of said Cooperative's property, South 58° 32' 10" East 292.46 feet to the Point of Beginning and containing 1.44 acres, more or less.

BEING the same property conveyed to Tudor Inns of America, Inc., a Tennessee corporation, by deed from M.G. Harsh and wife, M.E. Harsh and Ailene Harsh Jackson, a widow, of record in Book 4331, page 86, said Register's Office.

EXHIBIT "A"

LAND in Davidson County, Tennessee, being Parcel No. Jc on the plan of a resubdivision of Parcel J of the Capitol Hill Redevelopment Project, of record in Book 3500, page 99, Register's Office for said County and more fully described according to a survey dated November 27, 1972, revised December 12, 1972, by James L. Murphy, Jr., Tennessee Registered Land Surveyor No. 5, recorded in Book 4666, page 556, Register's Office for said County, as follows:

BEGINNING at an iron pin on the westerly margin of the right-of-way of 8th Avenue North at the common front corner of Parcels Jb and Jc; thence, with the line between said parcels, S 64° 42' 30" W 127.80 feet to a concrete monument at the common rear corner of Parcels Jb, Jc and Jd thence, with the line between parcels Jc and Jd, N 51° 25' 00" W 105.95 feet to an iron pin on the southeasterly margin of the right-of-way of 10th Circle North, thence, with the margin of said right-of-way, along a 672.2 foot radius curve to the right, northeastwardly 172.16 feet to a point at the beginning of a 20.0 foot radius turnout to the right; thence, with said turnout, southeastwardly 36.38 feet to a point on the westerly margin of the right-of-way of 8th Avenue North; thence with the margin of said right-of-way, along a 1422.28 foot radius curve to the right, southwardly 130.53 feet to the point of beginning and containing 21,251 square feet (.488 acre), more or less.

BEING the same property conveyed to Tudor Inns of America, Inc., a Tennessee corporation by deed from J.R. Hanson, Trustee, for himself, and Jean T. Hanson, H.A. Thompson, Jr. and wife, Joyce Thompson of record in Book 4777, page 624, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"