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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Memorial Care Fund Trust

TO

Land-Ho a partnership composed of William Gaither, et al., partners

For draftsman's use

This instrument prepared by
Graham B. Boyce, attorney
2300 Hillsboro Road
Nashville, Tennessee 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ronald Kerr (NAME)	Same (NAME)	11W 65000
2701 Delaware Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 92-10
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Parcel 263

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 27 10 18 AM '80

FILED AND DULY RECORDED IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 115,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF March 1980.

Notary Public

MY COMMISSION EXPIRES: April 18 1982

(AFFIX SEAL)

F.82414

FOR AND IN CONSIDERATION OF the sum of $115,000.00
one hundred fifteen thousand and no/100 DOLLARS
of which $ 11,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed promissory note of even date in the principal sum of $104,000.00 payable to the order of Memorial Care Fund Trust to be repaid in monthly installments of $1,100.00 each, the first payment being due and payable on the 6th day of April, 1980, and a like amount on the 6th day of each succeeding month until December 31, 1990 when the entire balance will become due and payable. Said payments to be applied first to interest of 12-1/4% per annum and balance to principal. Said $104,000.00 vendor's lien wraps around and embraces an existing mortgage with First American National Bank with approximate balance of $55,000.00 which shall continue to be the responsibility of the seller until paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.
Memorial Care Fund Trust

hereinafter called the grantors, have this day bargained and sold and do hereby transfer and convey unto Land-Ho, a partnership composed of William Gather, Robert MacKenzie Wayne Erickson and Ronald Kerr, partners

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being parts of lots nos. 1 and 2 on the Plan of M.S.Pilcher's Re-subdivision of Block "D" in M.B. and M.S. Pilcher's Re-subdivision, as of record in Book 57, Page 151, Register's Office for Davidson County, Tennessee and also described according to a survey by R. L. Montoya, surveyor dated May 23, 1979 as follows:

Said parts of lots nos. 1 and 2 begin at a point at the southwest corner of Delaware Ave. and 27th Ave. N; thence southerly along the westerly margin of 27th Ave. N 99.4 feet to a point; thence S 52°57'04" W 77.95 feet along the northerly margin of the Illinois Central Gulf Railroad right of way to a point in the northerly margin of a 16 foot alley; thence westerly 58.56 feet along the northerly margin of said alley to a point; thence N 0°59'28" E 75 feet to a point; thence S 89°00'32" E 10 feet to a point; thence N 0°59'28" E 75 feet to a point in the southerly margin of Delaware Ave.; thence easterly along the southerly margin of said Delaware Ave. 110 feet to the point of beginning.

Being part of the same property conveyed to Memorial Care Fund Trust by deed from First American National Bank of record in Book 5211, Page 695, R.O.D.C. Tenn.

This is unimproved ( ) improved (X) property, known as 2701 Delaware Ave. (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

In addition to $1,100.00 monthly payments grantees agree to reduce principal by $5,500.00 as per attached addendum.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Stanly T. Snodgrass Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $_____ until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 7 day of MAR 19___.

Land-Ho, a partnership

by William Gaither, partner

Robert MacKenzie, partner

Wayne Erickson, partner

Memorial Care Fund Trust

by H. Raymond Ligon, Trustee

Ronald Kerr, partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs. Ronald W. Spence, a Notary Public in and for said County and State, the within named H. Raymond Ligon, trustee for Memorial Care Fund Trust the 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 Tennessee, this 7th day of March 1980.

Mrs. Ronald W. Spence Notary Public.

Commission expires April 17, 1983.

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 _____.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip L Stinson, a Notary Public in and for said County and State, the within named Wayne Erickson

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the 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,
Tennessee, this 07th day of March, 1980

Phillip L Stinson, Notary Public.

Commission expires April 18 1982

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip L Stinson, a Notary Public in and for said County and State, the within named Ronald Kerr

the 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,
Tennessee, this 07th day of March, 1980

Phillip L Stinson, Notary Public.

Commission expires April 18 1982

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip L Stinson, a Notary Public in and for said County and State, the within named Robert MacKenzie

the 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,
Tennessee, this 07th day of March, 1980

Phillip L Stinson, Notary Public.

Commission expires April 18 1982

STATE OF INDIANA }
COUNTY OF }

Personally appeared before me, Carolyn A Dull, a Notary Public in and for said County and State, the within named William Gaither

the 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,
Tennessee, this 13th day of March, 80

Carolyn A Dull, Notary Public.

Commission expires 9-22-80

Addendum to contract of sale 2701 Delaware Ave, Memorial Trust to Land-Ho, a Tennessee Partnership

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Principal payments are to be made in the amounts indicated and on the dates indicated: to make a total payment of $5500.00 including $1100.00 mortgage payment.

1.	7-1-81 ==	additional	$900.00
2.	10-1-81 ==	"	$2200.00
3.	1-1-82 ==	"	$2200.00
4.	4-1-82 ==	"	$2200.00
5.	7-1-82 ==	"	$2200.00
6.	10-1-82 ==	"	$2600.00

Land-Ho

Memorial Trust

By N Thymm Jr Legal Duties

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			115000.00- CO	
			104000.00- MO	
			299.00 CO TX	
			102.00 MO TX	
			.50 PRFEE	
			12.00 MISC	
			CHECK 413.50-	
0200A03/27/80 BAL			.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 82414

IDENTIF. REFERENCE

MAR 27 10 18 AM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

No. 749231