INSTALLMENT DEED

NEW OWNER(S):

THE DIPLOMAT GROUP, LTD.
a Tennessee Limited Partnership
608 Gallatin Road, North
Madison, Tennessee 37115

SEND TAX BILLS TO:

SAME

MAP PARCEL NUMBERS:

Map: 147-12
Parcel: 70

BOOK 5679 PAGE 751

FOR AND IN CONSIDERATION of the sum of Seven Hundred Thousand and 00/100 Dollars ($700,000.00), of which Seventy-five Thousand and 00/100 Dollars ($75,000.00) has been paid in cash by the Grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the Grantees have even date executed a certain Mortgage Note as maker, payable to the order of Grantor as beneficiary, in the principal amount of Six Hundred Twenty-five Thousand and 00/100 Dollars ($625,000.00) with interest thereon from date at the rate set forth in said Note, and providing for any extensions, modifications, and/or renewals thereof, and notes given in payment of principal or interest, and all attorney's fees, Court costs, and expenses of whatever kind incident to the collection of said indebtedness and/or the enforcement and/or protection of the lien which is expressly retained on the land herein conveyed.

WILLIAM U. SMITH, CARL P. GARDNER and GAIL P. PIGG, hereinafter collectively called Grantors, have this day bargained and sold, and do hereby transfer and convey unto THE DIPLOMAT GROUP, LTD., a Tennessee Limited Partnership, hereinafter called Grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> LAND in the 5th Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan of Tom C. Lamb Subdivision, of record in Book 4060, page 130, Register's Office for said County, described as follows:
>
> BEGINNING at a point in the southerly margin of Haywood Lane, the common corner of Lots Nos. 1 and 2, said point also being 235.03 feet east of the easterly margin of an unnamed street; thence S11°59' East 152.0 feet; thence S73°25' West 104.59 feet; thence S20°35'20" East 85.17 feet; thence S26°22' East 258.33 feet; thence N63°38' East 65 feet; thence S26°22' East 151.00 feet; thence N63°38' East 162.00 feet; thence N12°51'30" West 291.77 feet; thence N89°24' West 180.00 feet; thence N11°59' West 250 feet; thence 50.04 feet along the southerly margin of Haywood Lane to the point of beginning.

Prepared by:
Buchanan & Edwards
Attorneys at Law
271 West Main Street

BEING the same property conveyed to William U. Smith, Carl P. Gardner and Gail P. Pigg by deed from Harry G. Hemmerly, et al, of record in Book 4681, page 472, said Register's Office.

Charles Pigg, Marilyn Gardner and Margaret Smith, join in this conveyance for the purpose of transferring and conveying all interests they may have, if any.

This is improved property known as: The Diplomat Apartments
383 Haywood Lane, Nashville,

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 seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered except as shown in U. S. Life Title Insurance Company of New York, Commitment No. 43-132-121452. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend title to said real estate to said Grantees, its 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 notes together with interest thereon and to secure any other indebtedness by Grantee to Grantor and all other sums of money secured hereby as hereinafter provided, the Grantee does hereby irrevocably grant, bargain, sell, and convey unto Reese L. Smith, III, Trustee, with power of sale and right of entry and possession, the real estate hereinabove described which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER WITH:

(a) All buildings and improvements, now or hereafter located thereon, all privileges and other rights now or hereafter made appurtenant thereto including, without limitation, all right, title and interest of Grantee in and to all streets, roads and public places, opened or proposed and all easements and rights of way, public or private, now or hereafter used in connection with the Premises; and

(b) All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Premises; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Grantee in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Installment Deed. If the lien of this Installment Deed on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then in the event of any default hereunder all the rights, title and interest of the Grantee in and to any and all deposits made thereon or therefor are hereby assigned to the Trustee, together with the benefit of any payments now or hereafter made thereon. There is also transferred, set over and assigned by Grantee to trustee, its successors and assigns, hereby all leases and use agreements of machinery, equipment and other

personal property of Grantee in the categories hereinabove set forth, under which Grantee is the lessee of, or entitled to use, such items, and Grantee agrees to execute and deliver to Trustee or Grantor specific separate assignments to Trustee or Grantor of such leases and agreements when requested by Trustee or Grantor; but nothing herein shall obligate Trustee or Grantor to perform any obligations of Grantee under such leases, or agreements unless it so chooses, which obligations Grantee hereby covenants and agrees to well and punctually perform. The items set forth in this Paragraph (b) are sometimes hereinafter separately referred to as "Collateral."

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets.

(d) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims.

TO HAVE AND TO HOLD, unto the Trustee and his successors in trust forever, together with all and singular the privileges, appurtenances, and hereditaments thereunto belonging, or in anywise appertaining, and all the rents, issues, and profits that may arise or be had therefrom.

AND Grantee hereby covenants and agrees with Trustee that Grantee is lawfully seized in fee of the aforegranted premises, that Grantee has good right to sell and convey the same as aforesaid, that the same are free from all encumbrances, other than those of record in the Register's Office for Davidson County, Tennessee, as set forth in U. S. Life Title Insurance Company of New York, Commitment No. 43-132-121452. Grantee forever will warrant and defend the title to same against the claims of all persons.

HOWEVER, this conveyance is made IN TRUST for the following uses and trust, and for no other purposes, to wit:

> To secure the payment of an indebtedness for borrowed money evidenced by a certain Mortgage Note of even date herewith, executed by the Grantee herein as maker, in the principal amount of $625,000.00 with interest thereon from date at the rate set forth in said Note, payable to the order of Grantor herein at his office in Nashville, Tennessee, or such other place as Grantor may direct.
>
> This instrument is to secure said Note, principal and interest, and any extensions, modifications, and/or renewals thereof, and notes given in payment of principal or interest, and all attorney's fees, court costs, and expenses of whatever kind incident to the collection of said indebtedness and/or the enforcement and/or protection of the lien of this conveyance.

As further security for the payment of the Note, the indebtedness evidenced thereby, and all other sums of money which may be hereafter paid and advanced by Grantor under the terms and provisions of this Installment Deed, the Grantee agrees:

1. To keep the buildings now standing, or that may be erected on the above property hereafter, insured against loss by fire and tornado in an amount not less than the mortgage balance owing with loss payable to Grantor, and the holders of the Prior Liens, as their interests appear of record, and to deposit any such policy or policies with Grantor or as the Grantor may direct. Any and all renewals of such policy or policies shall be delivered to Grantor or as Grantor may direct at least seven (7) days prior to the expiration of the policy or policies.

2. To pay, as and when the same shall become due and payable, and before the same shall become delinquent, (a) all taxes, assessments, and charges of any kind that may be levied or assessed within the State of Tennessee upon said land and premises, or any part thereof, or upon this Installment Deed or upon the interest of Grantor or its successors or assigns, hereunder, or upon the note or debt secured hereby; and to deliver to Grantor, the official receipts for payment of such taxes, assessments, or charges; (b) all premiums on policies of fire and other

hazard insurance covering the premises, as required in Article I herein.

3. Upon written notification from Grantor, Grantee will pay to Grantor, together with and in addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the 15th day of each month until the note is fully paid, a sum equal to the taxes and special assessments next due on the premises covered by this Installment Deed plus the premiums that will become next due and payable on policies of fire and other hazard insurance on the premises covered hereby, such sums to be held in trust to pay said premiums, taxes, and special assessments. If, however, the monthly payment made by Grantee under this paragraph shall not be sufficient to pay all such taxes, assessments, and insurance premiums when the same shall become due and payable, then Grantee shall pay to Grantor any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due.

4. To keep all buildings and other improvements on said premises in good repair, and neither to commit nor suffer any waste upon said premises nor to do any other act whereby the property conveyed shall become less valuable. Grantor and any person authorized by Grantor shall have the right to enter and inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

5. That in the event of the failure of Grantee to make payment of any taxes, assessments, insurance premiums, or other charges payable by Grantee then Grantor, upon fifteen (15) days written notice to Grantee, may make payment of the same. All amounts so paid, with interest thereon at the rate of ten percent (10%) per annum, shall be added to and become a part of the debt secured by this conveyance without waiver of any rights arising

from breach of the covenants, and for such payments, with interest, as aforesaid, the premises hereinbefore described, as well as Grantee, shall be bound to the same extent that Grantee is bound for the payment of the note secured hereby.

6. That in case the obligations evidencing said indebtedness, or any part thereof, are placed in the hands of an attorney for collection by suit or otherwise, or to enforce collection, or it becomes necessary to take any steps for the preservation of the security herein, or in the event that the said Trustee or Grantor shall be made or become a party to, or in the event that either said Trustee or Grantor shall institute any suit or proceeding at law or in equity to protect the security given for this obligation, the Grantee shall pay a reasonable attorney's fee, together with all costs and charges incurred in any suit or proceedings, and the same shall be a further charge and lien upon said premises, enforced in the manner herein provided for enforcing the payment of the principal obligation herein.

7. To execute or procure any further necessary assurance of the title of the premises hereby conveyed, as Grantor reasonably may require.

8. That in the event the premises described herein or any part thereof are taken or damaged by any public improvement, by condemnation proceedings, or under power of eminent domain, the entire award therefor shall be paid to Grantor, if requested, for the reduction of the indebtedness secured hereby.

9. That until the entire indebtedness secured hereby is paid in full, the application of any condemnation award, or part thereof, to the reduction of said indebtedness, as hereinbefore provided, shall be in inverse order of its maturity and shall not abridge or postpone the obligation of Grantee to make the regular payments set out in the note evidencing the principal indebtedness secured hereby.

10. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the

time for payment of the indebtedness secured hereby or any part thereof.

11. The parties hereto shall have the right by mutual agreement at any time to renew or extend the indebtedness secured hereby, or any part thereof, or any addition that may be made thereto, and that they may by agreement increase or decrease the rate of interest and modify or change any other obligation between the parties hereto evidenced by this instrument or by the note secured hereby. Such changes shall be binding upon any junior encumbrancer, voluntary or involuntary; such changes and extensions may be granted without affecting or releasing the obligation of any subsequent purchaser who may purchase the property herein described, subject to or assuming this indebtedness; and that any or all of these changes may be made without notice to or consent of any junior encumbrancer or subsequent purchaser.

12. That the failure of Grantor to exercise any option to declare the maturity of the principal debt or any other sums secured hereby, under any of the covenants or stipulations set forth in this instrument or in the note evidencing the principal indebtedness, shall not be taken to be a waiver of the right to exercise such option or declare such maturity as to such past or subsequent violation of any of said covenants or stipulations prior to curing of such default by Grantee, subject to the notice and cure provisions set forth herein.

13. That Grantee will execute and furnish to Grantor any Security Agreements, Financing Statements, Continuation Statements, and such other documents as Grantor from time to time may require in order to provide and maintain, for the benefit of Grantor, a perfected security interest covering all furniture, furnishings, fixtures and equipment located on or used in connection with the above described property (except such items as may be the property of any lessee occupying any portion of the property under a lease) in compliance with and in order to obtain the

benefits of the Uniform Commercial Code as adopted in the State of Tennessee.

14. Except as provided for herein, Grantee will not permit any lien superior to the lien of this Installment Deed to attach to or be enforced against the premises, except as herein provided.

15. Each of the following events shall constitute an "Event of Default" under this Installment Deed:

(a) Should Grantee fail to pay the indebtedness secured hereby or any part thereof when and as the same shall become due and payable;

(b) Should default be made as to any of the covenants or agreements herein set forth;

(c) Should the premises be subject to actual waste or any part thereof be removed, demolished, or materially altered so that the value of the premises be materially diminished;

(d) Should any superior lien or claim of lien be filed of record against Grantee or the premises and not be removed by payment or bond within thirty (30) days from the date of maturity upon written demand by the Grantor, except the Prior Liens as herein set forth;

(e) Should the Grantee make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Grantee or any of Grantee's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Grantee pursuant to the Federal Bankruptcy Act or any similar statute be filed;

(f) Should Grantee fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Installment Deed the Note, and any Prior Lien (or other document given to secure the note secured by any such prior lien) which is prior and superior to this Deed of Trust.

(g) Should Grantee fail to make repairs and improvements on said premises in the approximate amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) within eighteen (18) months of the date hereon.

16. (a) But, if the indebtedness hereby secured, or any part thereof, or any interest thereon, is not paid when due, or if an Event of Default occurs, Grantor, at its option, and upon thirty (30) days notice to Grantee, may declare all of said indebtedness due for all purposes. In such case, Trustee hereby is empowered, upon the request of Grantor, to sell the above described property for cash to the highest bidder, after having first advertised the time, terms and place of sale at least three (3) weeks in some newspaper of general circulation published in the county where the property hereinbefore described is located, the first of which publications shall be at least thirty (30) days previous to the sale. Out of the proceeds of such sale Trustee shall pay:

(b) 1. The costs and expenses of executing this Installment Deed;

2. Any and all sums that Grantor or Trustee may have expended or become liable for on account of the cost of litigation, attorney's fees, taxes, assessments, insurance premiums, or any advances made or expenses incurred on account of the property hereby conveyed, with interest thereon;

3. Any and all taxes, assessments, levies, charges, or insurance premiums due and unpaid at the time of the sale of said property;

4. The principal and interest indebtedness hereby secured;

5. The balance, if any, to the order of Grantee.

(c) Upon such sale, Trustee, or his successor, hereby is authorized to execute and deliver a deed of conveyance

in fee of said property to the purchaser or purchasers thereof. It is agreed that in case of a sale, said premises may be sold in one parcel or otherwise, and at any sale hereunder Grantor may purchase said property.

(d) In case of a sale, Grantee waives and surrenders all right and equity of redemption or repurchase of said land and premises and all other exemptions; and from the time of the conveyance of said land under such sale by the delivery of a deed to a purchaser, Grantee, and all persons holding under Grantee, shall be and become the tenant or tenants at will of the purchaser, holding from month to month, with rent payable to such purchaser monthly in advance, commencing with the day of delivery of said deed. The said tenancy is to be determined at the option of such purchaser, upon ten (10) days' notice prior to the expiration of any month.

(e) IT IS A CONDITION of this conveyance that Grantee shall retain possession of the property hereby conveyed and shall receive and use the rents, issues, and profits therefrom until default in the payment of the interest or principal or in keeping the covenants and agreements herein set forth, when the same shall mature as aforesaid, that from and after such default, the rents, issues, and profits shall be due and payable to Grantor upon demand; that notwithstanding the remedies which may be exercised under the power of sale as before stated, Grantor shall have the right, if Grantor so elects, to proceed to foreclose this instrument as a mortgage in any court of competent jurisdiction and shall be entitled to the immediate appointment of a receiver to collect the rents, issues and profits arising from the premises herein conveyed during the pendency of such foreclosure action without regard to the adequacy of any security for said debt. The right to foreclose this instrument as a mortgage shall be cumulative and shall not be deemed to be a waiver of the right to advertise and sell under Trustee's advertisement of sale. The costs and expenses, including the fees of any attorney, incurred

by such foreclosure proceedings, shall be borne by Grantee and the payment of same secured hereunder.

(f) It is expressly provided that Grantor or any successor Grantor may, for any reason satisfactory to itself by instrument properly executed, acknowledged, and filed for record in the Office of the Register of Deeds in the county wherein this instrument is recorded, appoint a successor Trustee who shall, from and after the filing of said appointment in said Register's Office, have and possess all the title, powers and duties that are vested in Trustee.

(g) The necessity of Trustee, or his successor or successors in trust, making oath, filing inventory, or giving bond and security for the execution of this trust as required by the laws of Tennessee hereby is waived expressly by all parties hereto.

17. The Note secured hereby may be prepaid at any time and in any amount as set forth in said Note.

18. The Note secured hereby recites that said Note is a Wrap-Around Installment Note and the payment of said Wrap-Around Installment Note by Grantee is subject to the payment by the Grantor, as same matures, of the notes or other obligations ("Prior Lien Notes") secured by the following-described prior liens (the "Prior Liens"):

> Deed of Trust dated December 22, 1969, and recorded the same date in Book 4388, page 38, of the Register's Office of Davidson County, Tennessee, executed by Harry G. Hammerly, et ux, James T. McClean, et ux, and Marion J. Williams, et ux, to James B. Turner, Trustee, to secure an indebtedness in the original principal sum of $400,000.00 payable to Provident Trust Company.
>
> Deed of Trust dated February 9, 1973 and recorded February 15, 1973, in Book 4681, page 474 of the Register's Office of Davidson County, Tennessee, executed by William U. Smith, Carl P. Gardner and Gail P. Pigg to Louis Farrell, Jr., Trustee to secure an indebtedness in the original principal sum of Eighty-two Thousand Five Hundred Sixty-three and 17/100 Dollars ($82,563.17) payable to Harry G. Hammerly, James T. McLean and Marion J. Williams.

In the event the holder of the Prior Liens shall determine that this Installment Deed legally violates the terms and

provisions of said Deeds of Trust, then the Grantor hereunder agrees to execute such documents, releases and waivers, and to negotiate and accept such promissory notes, deeds of trust and other documents as may be reasonably required to separate this Installment Deed from the underlying obligations and create a third mortgage as to Grantor's equitable interest herein. Grantor agrees to save and hold harmless Grantee from any action taken by the Prior Lien holders for so long as Grantee is not in default under the terms of this Agreement.

19. (a) Grantee agrees to comply with all of the terms and conditions of the Prior Liens other than with respect to the payment of principal and interest due under said Prior Liens, which shall be the responsibility and duty of Grantor as set forth in Paragraph 20.

(b) In the event Grantee shall fail to comply with the terms, provisions and conditions of the Prior Liens so as to result in a default thereunder (other than with respect to payments of principal and interest due thereunder), such failure on the part of Grantee shall constitute an Event of Default under this Installment Deed.

20. (a) Grantor agrees to pay promptly to the holders of the Prior Liens, the unpaid principal balance of said liens together with all interest thereon accruing thereunder from the date hereof, as and when required by the terms of the Prior Lien Notes. Notwithstanding the foregoing, Grantee does not waive any rights to make payments directly to the holders of the Prior Lien Notes for which Grantor is responsible in the event the Grantor shall default in the timely payments to the holders thereof.

(b) All such payments provided to be paid by Grantor, pursuant to the provisions of subparagraph (a) hereof, shall be made by Grantor before the expiration of the applicable grace periods provided for such payments as contained in the Prior Lien Notes.

(c) Notwithstanding the foregoing, Grantor's obligation to make the respective payments of principal and interest as and when due under the Prior Lien Notes is conditioned upon Grantee not being in default under this Installment Deed.

(d) Grantee does not assume any of the obligations of Grantor under the Prior Liens except as hereinbefore provided with respect to payments of principal and interest due hereunder.

(e) Any later charges or penalties charged by the Prior Lien Holders shall be paid by that party justly responsible for the late payment.

21. In the event the unpaid balance of the Prior Liens is reduced by the holder of said deeds of trust applying insurance proceeds in reduction thereof or by prepayments made by Grantee as provided herein so that Grantor's obligation hereunder to pay to the holders of the Prior Liens the unpaid principal balance thereof as hereinbefore provided is similarly reduced, then, and in such event, Grantor agrees that Grantee's obligation to pay the total indebtedness to Grantor hereunder shall be likewise reduced by an equivalent amount to be deducted from the remaining payments to be made by Grantee to Grantor hereunder in the same order as the corresponding payments under the Prior Liens.

22. If Grantor shall default in making any required payment of principal and/or interest under the Prior Liens at a time when Grantee shall not then be in default hereunder, Grantee shall have the right to advance the funds necessary to cure such default and all funds so advanced by Grantee, together with interest thereon at the rate of ten percent (10%) per annum, shall be credited against the next installment(s) of interest and principal due under the Note secured by this Installment Deed.

23. Grantee and Grantor agree to promptly send to the other copies of any notices received by them from the holders of the Prior Liens. In the event Grantory shall default in the making of any payments on the Prior Liens, thereafter, for the balance of the term hereof, Grantee shall have the right to make

all future payments, including, without limitation, payments of interest, principal, penalties, amounts required to be escrowed with the holders of the Prior Liens on account of taxes, insurance premiums and all other charges or impositions imposed under the Prior Liens, to the holders of the Prior Liens, directly, and to credit all such amounts so paid against payments of principal or interest required hereunder.

24. If and when Grantee shall pay the note secured hereby and interest, at the maturity of the same or otherwise under the authority or terms hereof, and any and all sums that Grantor may have paid under the authority or terms hereof, and nothing is owing under the provisions of this Installment Deed, then Grantor warrants that all Prior Liens shall also be paid in full and released of record in such circumstances. Any expenses or penalty for prepayment of the Prior Liens shall be borne by the Grantor.

25. This Installment Note shall be assumable by any subsequent purchasers in the event the Grantor and prior lien-holders consent thereto, which consent shall not be unreasonably withheld, and such assumption is without cost to the Grantor.

26. In any action brought to enforce the obligation of the maker of the Note secured hereby to pay the indebtedness evidenced by such Note or to enforce the obligation of the parties executing this instrument to pay any indebtedness or obligation created herein or arising under this instrument, the judgment or decree shall be enforceable against such parties only to the extent of their interests in the property covered hereby or subject to any other security instrument securing said Note and any such judgment shall not be subject to execution on, nor be a lien on, assets of such parties other than their interests in the property covered hereby, and those subject to any other security instrument securing said Note.

WHEREVER, GRANTEE, TRUSTEE and GRANTOR, or any successor Trustee shall be referred to or named in this instrument, it shall

include the heirs, executors, administrators, substitutes, successors and assigns of the respective parties. All words and names herein used in the singular shall be deemed to include the plural, and the masculine gender shall be deemed to include the feminine or neuter, whichever is applicable.

THIS INSTRUMENT is also intended as and shall be deemed to be a security instrument under the provisions of the Uniform Commercial Code.

WITNESS the signature of the Grantor and Grantee the day and year first above written.

"GRANTOR":

WILLIAM U. SMITH

MARGARET SMITH

CARL P. GARDNER

MARILYN GARDNER

GAIL P. PIGG

CHARLES PIGG

"GRANTEE":

THE DIPLOMAT GROUP, LTD.

BY: Homer E. Chance, Partner

BY: Randy E. Chance, Partner

State of Tenn.
County of Davidson

The actual consideration or value for this transfer is $700,000.00

Subscribed and sworn to before me, this the 14th day of November 1980

My Comm expires 4-22-84

Notary Public

THIS INSTRUMENT PREPARED BY:

BUCHANAN & EDWARDS
Attorneys at Law
271 West Main Street
P. O. Box 1045
Hendersonville, Tennessee 37075

RECEIVED FOR REGISTRATION AND RECORDED
NOV 18 3 04 PM '80
REGISTER'S OFFICE
DAVIDSON CO., TENN.

IDENTIFICATION REFERENCE

G 1 8 0 3 5

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named WILLIAM U. SMITH and wife, MARGARET SMITH, 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 14th day of November, 1980.

Patricia Bowden
NOTARY PUBLIC

My Commission Expires: 4-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named CARL P. GARDNER and wife, MARILYN GARDNER, 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 14th day of November, 1980.

Patricia Bowden
NOTARY PUBLIC

My Commission Expires: 4-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named GAIL P. PIGG and husband, CHARLES PIGG, 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 14th day of November, 1980.

Patricia Bowden
NOTARY PUBLIC

My Commission Expires: 4-22-84

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named HOMER E. CHANCE and RANDY E. CHANCE, with whom I am personally acquainted and who acknowledged themselves to be Partners in THE DIPLOMAT GROUP, LTD., a Tennessee Limited Partnership, and that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of November, 1980.

Patricia Bowden
NOTARY PUBLIC

My Commission Expires: 4-22-84

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

700000.00- CO
625000.00- MO
1820.00 CO TX
623.00 MO TX
.50 PRFEE
51.00 WDEED
CHECK 2494.50-
5213A11/18/80 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 1 8 0 3 5

IDENTIFICATION REFERENCE

Nov 18 3 04 PM 80

No. 792647