INSTALLMENT DEED

MICHAEL J. PHILBIN)
)
to)
)
HILLVIEW JOINT VENTURE)

This instrument prepared by:

Michael J. Philbin, Attorney
300 James Robertson Parkway
Nashville, TN 37201

Address New Owner:

Hillview Joint Venture
c/o Greater Property Management, Inc.
P. O. Box 939
Brentwood, TN 37027

Send Tax Bills to:

SAME

Lot	Map	Parcel	Field Book No.
182	162-5	192	5DU54071
184	162-5	194	5DU54069
186	162-5	195	5DU54067
188	162-5	193	5DU54065

For Register's Use

IDENTIF. REFERENCE
DEC 31 4 04 PM '80
FELIX A. ...
DAVIDSON CO. TENN.

RUSH

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $214,800.00.

Kermit R Brown me

Affiant

Sworn to and subscribed before me this 15th day of December, 1980.

Linda S. Insalaco

Notary Public

Commission expires: 10-18-84

NOTARY PUBLIC DAVIDSON COUNTY

G 2 3 9 5 2

FOR AND IN CONSIDERATION of the sum of Two Hundred Fourteen Thousand Eight Hundred and No/100 ($214,800.00) Dollars, of which Sixty-Three Hundred and No/100 ($6300.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed two (2) promissory notes of even date herewith, one in the principal amount of One Hundred Seventy-Seven Thousand Six Hundred Fifty-Eight and 27/100 ($177,658.27) Dollars and the other in the amount of Thirty Thousand Eight Hundred Forty-One and 73/100 ($30,841.73) Dollars, payable in accordance with the terms and conditions set forth therein. A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforementioned notes including any extensions, modifications, or renewals thereof, together with principal, interest, attorney's fees and the costs of collection.

Michael J. Philbin, hereinafter called the Grantor, together with his wife, Nancy S. Philbin, who joins in this conveyance for the purpose of conveying all of her right, title and interest in and to the property hereinafter described, have this day bargained and sold and do hereby transfer and convey unto Hillview Joint Venture, hereinafter called Grantee, its successors and interests and assigns, certain real estate in Davidson County, Tennessee, described as follows:

DESCRIPTION

Land in Davidson County, Tennessee, being Lot Nos. 182, 184, 186 and 188, on the Plan of Fair Oaks Subdivision, Section 2, of record in Book 4460, Page 52, Register's Office for Davidson

County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Michael J. Philbin by deed from Richard D. Taylor, Trustee, of record in Book 5337, Page 295, said Register's Office.

This is improved property known as:

Lot	Street Address
182	5272 and 5274 Tusculum Court, Nashville, TN 37211
184	5264 and 5266 Tusculum Court, Nashville, TN 37211
186	5256 and 5258 Tusculum Court, Nashville, TN 37211
188	5248 and 5250 Tusculum Court, Nashville, TN 37211.

This conveyance is made subject to a deed of trust of record in Book 5337, Page 297, Register's Office of Davidson County, Tennessee, which deed of trust is not assumed herein by Grantee. Grantor agrees to pay the note secured by the aforesaid deed of trust in accordance with the terms stated therein. Should the Grantor fail to pay the note secured by the aforesaid deed of trust, Grantee or its assigns may proceed to pay said note and deduct such payments from the amounts due on the notes secured by the vendor's lien retained in this instrument.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and its assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered, except for the deed of trust hereinabove referred to, and 1980 taxes which have been prorated and subject to any applicable recorded easements, restrictions, and the rights of parties in possession.

Grantor further covenants and binds himself and his successors, representatives and assigns, to warrant and forever defend the title to the said real estate to said Grantee, and its assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar ($1.00), to us in hand paid, the said Grantee herein, does hereby transfer and convey unto Richard D. Taylor, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. The Grantee does 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 an amount equal to the full replacement cost of the homes located on the aforesaid lots as well as a Five Hundred Thousand and No/100 ($500,000.00) Dollar liability policy, along with a One Million and No/100 ($1,000,000.00) Dollar umbrella policy naming Grantor and First Tennessee Bank, N.A., as loss payees and additional insureds thereon until the notes herein secured are fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before December 31st and that such policy or policies shall provide that the company will not cancel coverage without first giving adequate notice of such cancellation to Grantor. Grantee further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them on or before March 1st of each year with the proof of payment being furnished to Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said notes, 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. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee 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 Grantee fails to pay the said notes or part thereof, promptly at maturity, or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or the lawful owner or holder of said notes, within thirty (30) 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 without notice, the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three (3) 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, adn all other exemptions of every kind which are 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. Grantee agrees that the Trustee, may at any time, after default in the payment of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; also the expenses of any such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or its 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 trust may be required, the lawful owner and holder of said lien 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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantor and Grantee, have hereunto set our hands this the 15th day of December, 1980.

Michael J. Philbin

Nancy S. Philbin

HILLVIEW JOINT VENTURE

Kermit R. Brown, M.D.

Douglas P. Dabbs

Rudy Thacker

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 Michael J. Philbin and wife, Nancy S. Philbin, the bargainors, 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 15th day of December, 1980.

Linda S. Isaacks
NOTARY PUBLIC

Commission Expires: 10-18-81

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Kermit R. Brown, M.D., Douglas P. Dabbs, and Rudy Thacker, with whom I am personally acquainted and who upon their oaths acknowledged themselves to be the partners of Hillview Joint Venture, the within named bargainor, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Hillview Joint Venture by the said Kermit R. Brown, M.D., Douglas P. Dabbs, and Rudy Thacker.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 15th day of December, 1980.

Linda S. Isaacks
NOTARY PUBLIC

Commission Expires: 10-18-81

12/31 777.48- CHECK

2996

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5696 PAGE 506

FOR _____

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
			214800.00-	CO
			208500.00-	MO
			558.48	CO TX
			206.50	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	777.48-
2996	12/31/80	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

Dec 31 4 04 PM '80

FELIX Z. WILSON
DAVIDSON CO., TENN.

No. 800172