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BOOK 5708 PAGE 251

This instrument prepared by
George E. Dudley
Joseph L. T. Ardery
BROWN, TODD & HEYBURN
1600 Citizens Plaza
Louisville, Kentucky 40202

Joseph LT Ardery

RUSH

IDENTIF. REFERENCE

FEB 6 11 42 AM '81

FELIX Z. WILSON — REGISTER
DAVIDSON COUNTY, TENN.

G.2.8.4.8.3

INSTALLMENT DEED

Address of New Owners:	HAP, LTD. c/o Gentry Inn P. O. 110693 Nashville, Tennessee 37211
Send Tax Bills To:	DELBERT H. ANDERSEN c/o Gentry Inn P. O. 110693 Nashville, Tennessee 37211
Map Parcel Numbers:	Map 163 - Parcels 87 and 186

This INSTALLMENT DEED is between

HARRIS A. GILBERT, TRUSTEE
Third National Bank Building
Nashville, Tennessee 37219 ("Grantor" and "Trustee")

and

HAP, LTD.
c/o Gentry Inn
P. O. 110693
Nashville, Tennessee 37211 ("Grantee" and "Trustor")

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the remainder of which is ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00), Grantee, Tennessee Hospitality Inns, Inc.

("Hospitality"), a Tennessee corporation, and Jay Hill, Janice Hill, C. B. Patel and Delbert H. Andersen (the "Guarantors") have each executed their Promissory Note of even date herewith (the "Note") and to secure the payment of said Note, principal, interest and attorneys' fees, a lien is expressly retained on the land herein conveyed, Grantor has this day bargained and sold, and does hereby transfer and convey unto the said Grantee, its successors and assigns, certain real property in Davidson County, Tennessee, located at the intersection of I-24 and Bell Road, and more fully described on Exhibit A attached hereto as a part hereof (the "Property"). This is improved property, known as the Gentry Inn Motel, and the address is I-24 and Bell Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever, Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for liens for real property taxes and assessments due and payable in 1981, and thereafter, which Grantee assumes and agrees to pay, except for the easements, restrictions and stipulations set forth on Exhibit B attached hereto as a part hereof, and except for the Deed of Trust in favor of FIRST SECURITY NATIONAL BANK of Lexington, Kentucky, dated September 24, 1973, of record in Book 4752, Page 237, in

the Register's Office of Davidson County, Tennessee, as amended by the Modification and Extension Agreement dated November 2, 1978, of record in Book 5365, Page 416, in the aforesaid office (the "First Security Lien") which lien shall be released upon payment in full of the Note; but this conveyance is subject to governmental laws and regulations affecting the Property. The First Security Lien may be modified and/or extended and additional deeds of trust or other liens may be placed against the Property by Grantor, it being provided, however, that the First Security Lien, any modification or extension thereof and/or any additional deed of trust or other lien shall, in the aggregate, not exceed the amount of the outstanding indebtedness secured by this Installment Deed, shall be subject to the terms and conditions of a certain Real Estate and Personalty Purchase and Sale Agreement dated January 26, 1981, to which Grantee and the holders of the Note are parties, and shall be paid in full and released upon payment in full of the Note.

Grantor further covenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons. In case Grantee, its successors or assigns, shall hereafter be required to appear in any court or tribunal to defend the title of, or possession of, the Property, all the costs and expenses of

such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable upon Grantee's demand, and upon failure of Trustee to do any of these things, then Grantee may do any or all of these things and the amounts so paid shall bear interest at the rate of 10-1/4 percent per annum from the date of payment.

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 nonpayment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar ($1.00) paid in cash, receipt of which is acknowledged, the said Grantee, hereinafter referred to as Trustor, hereby transfers and conveys unto Harris A. Gilbert, Trustee, his successors and assigns, for the beneficial interest of Emanuel Schatten, James A. Patterson and Warren W. Rosenthal, the Property with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured by some reliable insurance company, or companies, acceptable to Trustee, against fire and windstorm and such hazards as are included within extended coverage in an amount not less than the amount of the indebtedness then outstanding, 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.

Trustor further agrees:

1. To pay all taxes and assessments thereon, general or special, and to pay them when due.

2. To pay, discharge, or remove, any and all liens which may be hereafter placed against the Property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, unless said lien is placed against the Property by the Trustee.

3. That Trustor (i) will maintain the Property in good condition and repair, (ii) will not commit or suffer waste thereof and (iii) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, to the extent that the Property complied with such laws, ordinances, regulations, covenants, conditions and restrictions as of August 1, 1979.

4. If Trustor fails to pay any claim, lien or encumbrance as required by paragraph 2 hereof or, when due, any tax, assessment or insurance premium, or fails to keep the Property in good condition and repair, or commits or permits waste, or if there be commenced any action or proceeding affecting the Property or the title thereto, then Trustee, at

Trustee's option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as Trustee deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Trustee deems advisable, and for any of said purposes Trustee may advance such sums of money as Trustee deems necessary, and Trustor will pay to Trustee, immediately and without demand, all sums of money advanced by Trustee pursuant to this paragraph, together with interest at the rate of 10-1/4 percent on each such advancement and all such sums and interest thereon shall be secured by the lien.

5. No delay by Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof, or preclude the exercise thereof during the continuance of any default hereunder.

6. Neither the Property nor any interest therein shall be sold, conveyed or transferred without the prior written consent of Trustee which shall not be unreasonably withheld. If title to the Property is transferred with Trustee's consent, such sale, conveyance or transfer shall not operate to release, discharge, modify, change or affect the original liability of Trustor or any subsequent persons who become obligated by reason of the assumption of the debt secured, either in whole or in part, unless the parties hereto otherwise agree.

7. In the event the Property, or any part thereof, shall, during the term of the Note, be condemned and taken for public use or sold in lieu of condemnation, Trustee shall have the right to demand that all sums of money awarded for the taking or the proceeds of said paid in lieu of condemnation shall be paid to it, to the extent of the then unpaid sum secured hereby.

8. Trustor will not secure any additional indebtedness by a mortgage or conveyance of the Property and improvements while any amount of principal and/or interest is unpaid on the Note, without the written consent of the Trustee, which consent shall not be unreasonably withheld.

9. In case 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 Trustor 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 interest at the rate of 10-1/4 percent per annum

from the date of payment and shall be and become a part of the indebtedness secured hereby.

10. Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep the Property 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 Trustor fails to keep or perform any undertaking contained herein or in the Note, or if, failing to pay taxes, maintain the Property as required herein or keep said Property insured, or pay said other sums when due, as herein provided, Trustor fails to reimburse Trustee, or the then lawful owner and holder of said indebtedness, for all sums, with interest, so expended by Trustee, or such 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 Trustee or the then 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 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 the Property, and shall only account for the net rents actually received by him. It is further agreed that, in the event Trustee fails, before selling the 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 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 any conveyance to enforce 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 the Property.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of the Property, as herein authorized.

4th. The residue, if any, will be paid to Trustor, its order, representatives or assigns.

11. In case of the death, absence, inability, or refusal to act of Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of the 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 Trustee shall be vested in said successor.

12. Emanuel Schatten, Warren W. Rosenthal, and James A. Patterson join herein to approve this transfer and shall be deemed Grantors for purposes of making all covenants, representations and warranties herein and to convey their rights to the Property except for the lien retained herein.

13. Each of the Guarantors and Hospitality hereby jointly and severally guarantees absolutely and unconditionally all of the obligations of HAP, Ltd., both as Grantee and as Trustor and each hereby agrees that any person may look to them for the repayment of all obligations of HAP, Ltd.

hereunder, without resort to any other person, in the following proportions:

(A) HAP, LTD.
liability for 100% of any unpaid balance;

(B) TENNESSEE HOSPITALITY INNS, INC.
liability for 100% of any unpaid balance;

(C) JAY HILL and JANICE HILL
joint liability between each other and several liability as to the other obligors hereunder for 33 1/3% of any unpaid balance;

(D) C. B. PATEL
several liability for 33 1/3% of any unpaid balance; and

(E) DELBERT H. ANDERSEN
several liability for 33 1/3% of any unpaid balance;

provided, however, that such limits on personal liability shall not limit or be construed to limit or restrict in any way the right of Trustee to enforce his rights against Trustor or against the Property pursuant to the other provisions of this Installment Deed.

14. The Property is owned by Grantors as tenants in common and is not the residence of any of the Grantors. Emanuel Schatten represents and warrants that the powers of attorney of Harris A. Gilbert, Trustee, James A. Patterson, and Warren W. Rosenthal to himself authorizing him to enter into and consummate this transaction are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this the 6th day of February, 1981.

HARRIS A. GILBERT, Trustee, by his attorney-in-fact, Emanuel Schatten

EMANUEL SCHATTEN

JAMES A. PATTERSON, by his attorney-in-fact, Emanuel Schatten

WARREN W. ROSENTHAL, by his attorney-in-fact, Emanuel Schatten

HAP, LTD.
Tennessee Hospitality Inns Inc., General Partner
By: _____
Title: President
Date: 2-6-81

TENNESSEE HOSPITALITY INNS, INC.

By: _____
Title: President
Date: 2-6-81

JAY HILL

JANICE HILL

C. B. PATEL

DELBERT H. ANDERSEN

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of February, 1981, before me personally appeared Emanuel Schatten, to me known to be the person who executed the foregoing instrument on behalf of and as attorney-in-fact for Harris A. Gilbert, Trustee, Warren W. Rosenthal and James A. Patterson, and acknowledged that he executed the same as the free act and deed of said Harris A. Gilbert, Trustee, Warren W. Rosenthal and James A. Patterson.

Notary Public

Commission expires: 8/27/81

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of February, 1981, before me personally appeared Emanuel Schatten, Jay Hill, Janice Hill, C. B. Patel and Delbert Andersen, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

Commission expires: 8/27/81

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of February, 1981, before me personally appeared Jay Hill, to me personally known, who being by me duly sworn did say that he is the President of Tennessee Hospitality Inns, Inc., a Tennessee corporation, and that the foregoing instrument was signed on behalf of said corporation by the authority of its board of directors and said Jay Hill acknowledged said instrument to be the free act and deed of said corporation.

Claudia J. Etheridge
Notary Public

Commission expires: 8/12/81

STATE OF Tennessee
COUNTY OF Davidson

On this 6th day of February, 1981, before me personally appeared Jay Hill, to me personally known, who being by me duly sworn did say that he is a general partner of HAP, Ltd., a Tennessee limited partnership, and that the foregoing instrument was signed on behalf of said limited partnership by the authority of all of its limited partners and said Jay Hill acknowledged said instrument to be the free act and deed of said limited partnership.

Claudia J. Etheridge
Notary Public

Commission expires: 8/12/81

STATE OF Tennessee
COUNTY OF Davidson

For purposes of the computation of the Tennessee Transfer Tax only, and without the consent of the Sellers, the actual

consideration or value, whichever is greater, for the transfer is $ 1,450,000.

BUYER:

HAP, LTD. Tennessee Hospitality Assoc., Inc.
General Partner

By: _____, ~~General Partner~~

Subscribed and sworn to before me this 6th day of February, 1981.

_____
Notary Public

Commission expires: 8/12/81

DESCRIPTION:

TRACT 1: FEE SIMPLE PROPERTY:

Land in Davidson County, Tennessee, being a parcel of land located in the northwest quadrant of Interstate 24 and Bell Road Interchange, and being Lot No. 2 on a plat of Bellwood Acres, by Hart-Freeland-Roberts, Inc., of record in Book 4460, page 195, Register's Office for said County, described as follows:

BEGINNING at a concrete monument in the southerly margin of the Louisville and Nashville Railroad, said monument being 513.82 feet from a concrete monument, said concrete monument being in the southerly margin of the Louisville and Nashville Railroad and the westerly margin of Bell Road; thence S 32° 00' W a distance of 192.68 feet to a concrete monument, said monument being in the southeast corner of said parcel, said monument being the southwest corner of Parcel No. 1 (Exxon Service Station Property) and said monument being in the northerly right-of-way of Interstate 24; thence continuing along said Interstate right-of-way N 62° 10' W a distance of 360.0 feet to a point; thence N 54° 40' W a distance of 309.76 feet to a point; thence N 32° 00' E a distance of 200.85 feet to a point; thence S 58° 00' E a distance of 668.29 feet to the point of beginning, containing 3.203 acres, more or less.

TRACT 2: APPURTENANT EASEMENT:

Land in Davidson County, Tennessee, being a parcel of land located in the northwest quadrant of Interstate 24 and Bell Road Interchange and being shown as an Access and Utility easement on a plat of Bellwood Acres, by Hart-Freeland-Roberts, Inc., of record in Book 4460, page 195, Register's Office for said County, described as follows:

BEGINNING at a point in the westerly margin of Bell Road, said point being 36.0 feet from a concrete monument located in the westerly margin of Bell Road and the southerly margin of the Louisville and Nashville Railroad, said concrete monument being in the northeast corner of Parcel No. 1 (Exxon Service Station Property); thence N 58° 00' W a distance of 83.5 feet to a point, said point being the beginning of a curve to the left; thence along said curve to the left, radius of 22.0 feet, a distance of 14.35 feet to a point; thence S 84° 37' W a distance of 109.43 feet to a point, said point being the beginning of a curve to the right; thence along said curve to the right, radius 30.0 feet, a distance of 11.21 feet to a point, said point being perpendicular to and a distance of 5.0 feet from a point in the southerly property line of the Exxon Service Station Property, and a distance of 100.0 feet from the southeast corner of said Exxon tract; thence N 73° 58' W a distance of 230.0 feet to a point; thence N 58° 00' W a distance of 90.45 feet to a point; thence N 32° 00' E a distance of 25.0 feet to a point; thence S 58° 00' E a distance of 86.94 feet to a point; thence S 73° 58' E a distance of 227.43 feet to a point; thence N 84° 37' E a distance of 123.48 feet to a point; thence S 58° 00' E a distance of 107.30 feet to a point; thence S 45° 39' W a distance of 24.0 feet to a point, said point being the point of beginning.

TRACTS 1 and 2: BEING the same property conveyed to Harris A. Gilbert, Trustee, for the benefit of Emanuel Schatten (50% undivided interest); James A. Patterson, (25% undivided interest) and Warren W. Rosenthal (25% undivided interest), by deed from Exxon Corporation, of record in Book 4677, page 234, as corrected by a Deed of correction of record in Book 4746, page 376, and a second deed of correction, of record in Book 4868, page 749, Register's Office for Davidson County, Tennessee.

EXHIBIT A

B-2175
47:cm:1
2/4/81

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TITLE EXCEPTIONS

The Premises are subject to the following title exceptions:

1. The Deed of Trust.

2. Liens for property taxes and assessments not yet due and payable on the Closing Date.

3. The usual printed general exclusions from coverage and standard exceptions in the Form A ALTA owner's title insurance policy.

4. Easements, encumbrances, covenants, conditions and restrictions of record.

5. Governmental laws and regulations affecting the Premises.

6. The Premises adjoin a controlled access highway with no right of ingress and egress thereto.

7. Any liens, charges, encumbrances, claims or security interests of any kind or nature arising out of Hospitality's occupancy or use of the Property.

EXHIBIT B

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5708 PAGE 268

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
		Co.	1,450,000.00	
		Mtg	1,350,000.00	
			3770.00 CO TX	
			1348.00 MO TX	
			.50 PRFEE	
			51.00 WDEED	
			CHECK 5169.50-	
			8752AD2/06/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.2.8.4.8.3

IDENTIF. REFERENCE

FEB 6 11 42 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 805687