6937 11/06 483.10- CHECK

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
26th Floor, First American Center
Nashville, Tennessee 37238

BOOK 5816 PAGE 460

INSTALLMENT DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Nashville Health Care Center, Inc. Post Office Box 1398 Murfreesboro, Tennessee 37130	Nashville Health Care Center, Inc. Post Office Box 1398 Murfreesboro, Tennessee 37130	107-91

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FORTY SIX THOUSAND and NO/100 DOLLARS ($146,000.00), of which EIGHTEEN THOUSAND and NO/100 DOLLARS ($18,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of NINETY THREE THOUSAND and NO/100 DOLLARS ($93,000.00), two Installment Deed Notes, one in the amount of EIGHTY SEVEN THOUSAND ONE HUNDRED EIGHTY and NO/100 DOLLARS ($87,180.00) and the other in the amount of FIVE THOUSAND EIGHT HUNDRED TWENTY and NO/100 DOLLARS ($5,820.00) (collectively the "Note") and another note in the amount of THIRTY FIVE THOUSAND and NO/100 DOLLARS ($35,000.00) have been executed by NASHVILLE HEALTH CARE CENTER, INC., said Note being of even date herewith, providing for quarterly installments of principal and interest with the last installment due December 1, 2001, but the entire unpaid balance may be called by the holder of the Note at any time after November 5, 1986, or such call date may be earlier under circumstances described in said Note, for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, METROPOLITAN INDUSTRIAL PARK, INC. has this day bargained and sold, and does hereby transfer and convey unto the said NASHVILLE HEALTH CARE CENTER, INC., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being a tract of land in the First Civil District of Davidson County, Tennessee, being Lot No. 3, as shown on Metropolitan Industrial Park, Phase II, Section Thirteen, as of record in Book 5190, Page 470, Register's Office for Davidson County, Tennessee, located between Air Lane Drive and Interstate 40 East and being more particularly described according to a survey of Barge, Waggoner, Sumner and Cannon, dated November 7, 1980, revised November 21, 1980, as follows:

Beginning at a point located in the southerly margin of Air Lane Drive, said point being 1,302.62 feet, more or less, in an easterly direction along said road margin from its intersection with the southerly margin of Elm Hill Pike at the northerly terminus of a 25.00 foot radius return; thence, following the southerly margin of Air Lane Drive, north 62 degrees 22 minutes east, for a distance of 270.63 feet to a point; thence, leaving the aforementioned road margin and following a new line between Lots 3 and 4, south 17 degrees 59 minutes east, a distance of 509.01 feet to a point in the northerly margin of Interstate 40; thence, following said Interstate margin south 75 degrees 08 minutes west, for a distance of 240.35 feet to a point; thence, leaving the northerly margin of Interstate 40 and following a new line between Lots 2 and 3, north 21 degrees 23 minutes west, for a distance of 451.38 feet to the point of beginning, containing 112,794.00 square feet or 2.80 acres, more or less.

Being part of the property conveyed to Metropolitan Industrial Park, Inc., by deed from East Park, a joint venture, of record in Book 5039, Page 229, said Register's Office.

This conveyance is subject to:

1. Restrictions of record in Book 4205, Page 437, in Book 4214, Page 851, and in Book 4801, Page 240, said Register's Office.

2. Sewer easements of record in Book 5202, Page 243, and in Book 5275, Page 486, said Register's Office.

3. Subject property is bounded by Interstate Highway I-40, which is a controlled access highway, and there is no right of ingress or egress from subject property on to said highway.

4. The Plan shows an Owner's Certificate, a 30 foot building setback line from Air Lane Drive, Colonial Gas Pipe line easement along the westerly portion of the lot, a 20 foot public utilities and drainage easement along the rear line and a 5 foot utility and drainage easement along the easterly line.

5. 1981 taxes which the Grantor and the Grantee have agreed to prorate.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said NASHVILLE HEALTH CARE CENTER, INC., its successors and assigns forever, METROPOLITAN INDUSTRIAL PARK, INC. covenants that it 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 as shown above. METROPOLITAN INDUSTRIAL PARK, INC. further covenants and binds its successors and assigns to warrant and forever defend the title to said real estate to said NASHVILLE HEALTH CARE CENTER, INC., its successors 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 ($1.00) paid in cash, receipt of which is acknowledged, the said NASHVILLE HEALTH CARE CENTER, INC., hereinafter referred to as Trustors, hereby transfer and convey unto Thomas C. Scott, 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 under policies in form satisfactory to the holder of the secured indebtedness and by companies satisfactory to said holder for the sum of ONE HUNDRED TWENTY EIGHT THOUSAND and NO/100 DOLLARS ($128,000.00), 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, the lawful owner or holder of said indebtedness as his interest may appear. Upon request Trustors shall deliver the original of said policies or policy to the holder of said indebtedness.

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 interest from the date of payment at the highest rate then permissible in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby. Provided however, Trustors shall not be required to pay any taxes, assessments or liens upon the property if Trustors are contesting the same by proper legal proceedings diligently pursued and further provided that at such time as Trustors have exhausted all legal or administrative remedies, Trustors shall pay such taxes, assessments or liens.

Now, if Trustors shall pay the secured indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the indebtedness, maintain the property in good repair, maintain the required insurance and pay any and all 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 when due, or if, Trustors fail to pay said taxes when due, maintain the property in good repair or insured, or pay said other sums when due, as herein provided, or Trustors fail to reimburse the Trustee, or the lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or the lawful owner and holder of said indebtedness to perform Trustors' covenants in the event of Trustors' default, 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

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.

WITNESS our hands this 5th day of November, 1981.

METROPOLITAN INDUSTRIAL PARK, INC. NASHVILLE HEALTH CARE CENTER, INC.

By: V.P. By: Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is One Hundred Forty Six Thousand and No/100 Dollars ($146,000.00).

Subscribed and sworn to before me, this the 5th day of November, 1981.

AFFIANT

NOTARY PUBLIC

My commission expires: July 21, 1984

This is property known as _____ Air Lane Drive, Nashville, Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Arthur W. Fields, with whom I am personally acquainted, who acknowledged himself to be the Vice President of Metropolitan Industrial Park, Inc., the within bargainor, and who acknowledged that he being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of Metropolitan Industrial Park, Inc. by the said Arthur W. Fields as such Vice President.

Witness my hand and official seal this 5th day of November, 1981.

Juanita J. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

JUANITA THOMASON NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Richard D. LaRoche, with whom I am personally acquainted, who acknowledged himself to be the Secretary of Nashville Health Care Center, Inc., the within bargainor, and who acknowledged that he being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of Nashville Health Care Center, Inc. by the said Richard D. LaRoche as such Secretary.

Witness my hand and official seal this 5th day of November, 1981.

Juanita J. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

JUANITA THOMASON NOTARY PUBLIC AT LARGE STATE OF TENN.

G.67200

IDENTIF. REFERENCE

Nov 6 11 02 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5816 PAGE 464

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			146000.00- CO	
			93000.00- MO	
			379.60 CO TX	
			91.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 483.10-	
			6937A11/06/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G67200

IDENTIF. REFERENCE

Nov 6 11 02 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 852093