3

BOOK 5909 PAGE 865

FROM

JACK RODIN AND AUDRE RODIN

TO

JIM BEUERLEIN AND PAMELA C. WALLS,
a partnership d/b/a
ANDERSON LANE APARTMENTS

For draftsman's use

THIS INSTRUMENT PREPARED BY
AND MAIL TO
A. HARRISON JOHNSON, JR., ATTY
12TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Jim Beuerlein & Pamela C. Walls (NAME)	Metropolitan Federal (NAME) Savings & Loan Assn	43-6
8th Floor Nashville City Bank Bldg. (STREET ADDRESS OR ROUTE NUMBER)	4th Ave, N. (STREET ADDRESS)	par. 105
Nashville, TN 37201 (CITY) (STATE) (P. O. ZIP)	Nashville, TN, (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

Jul 13 10 53 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

C 9 9 4 3 2

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 190,000.00 A. Harrison Johnson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF July, 19 82.

Helen D. Wells
Notary Public

MY COMMISSION EXPIRES: 4/20/86

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY

VENDOR'S LIEN DEED
AND
ALL-INCLUSIVE DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED NINETY THOUSAND AND 00/100 ($190,000) DOLLARS, of which FORTY-FIVE THOUSAND AND 00/100 ($45,000) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the additional consideration of the undersigned's, JIM BEUERLEIN AND PAMELA C. WALLS, a partnership d/b/a ANDERSON LANE APARTMENTS (the "Grantee" herein), execution and delivery of an All-Inclusive Note of even date in the sum of $145,000 and made payable to the order of AUDRE RODIN AND JACK RODIN (the "Grantors" herein), with the maturity date of July 1, 1992. A copy of said All-Inclusive Note is attached hereto as Exhibit "A", (the "Note" herein) and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal and interest, a lien is expressly retained on the land herein conveyed, by the said Grantors, who have this day bargained and sold, and do hereby transfer and convey unto the said JIM BEUERLEIN AND PAMELA C. WALLS, a partnership d/b/a ANDERSON LANE APARTMENTS, (sometimes referred to herein as "Grantee" or "Trustor"), certain real estate in Davidson County, Tennessee, (hereinafter referred to as the "Premises", or the "Property"), as follows:

> A lot in the 10th Civil District of Davidson County, Tennessee, located on the south side of Anderson Lane, about one mile east of Gallatin Road, being on the southeast corner of Anderson Lane and Nix Drive.
>
> Said lot being the property conveyed to Jack Rodin and wife Audre R. Rodin, by deed, recorded in Book 4752, page 701, Register's Office for Davidson County, Tennessee, and being described according to a Survey dated July 7, 1982, by Kevin Tucker and Associates, P.C., as follows: Beginning at a point in the easterly margin of Nix Drive, said point

being the northwest corner of the W.E. Potts property; and the southwest corner of the property herein described; thence, N 01° 41' 42" E, along said margin of Nix Drive, a distance of 99.56 feet to a point marking the beginning of a curve to the right, thence, around said curve having a Delta of 91° 48' 29", a radius of 20.00 feet, a tanget of 20.64 feet, and a length of 32.05 feet to a point in the southerly margin of Anderson Lane; thence, S 86° 29' 50" E, along said margin of Anderson Lane, a distance of 151.89 feet to an iron pin marking the northwest corner of the Davenport property and the northeast corner of the property herein described; thence, S 01° 39' 58" W, a distance of 119.89 feet to an iron pin; thence, N 86° 35' 59" W, a distance of 172.58 feet to the point of beginning containing 0.473 acres of land.

Being the same property conveyed to Jack Rodin and wife, Audre R. Rodin, as tenants in common, by deed from Frank A. Harris and wife, Violette Darlyn Harris, of record in Book 4752, Page 701, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JIM BEUERLEIN AND PAMELA C. WALLS, a partnership d/b/a ANDERSON LANE APARTMENTS, their heirs, administrators, successors and assigns, forever. Grantors covenant that they 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 for the matters listed on Exhibit "B" hereto attached.

Grantors do further covenant and bind themselves and their successors and assigns, to warrant and forever defend the title to the said real estate to said JIM BEUERLEIN AND PAMELA C. WALLS, a partnership d/b/a ANDERSON LANE APARTMENTS, their heirs, administrators, 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 vendor's 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 paid in cash, receipt of which is acknowledged, the said Grantee, JIM BEUERLEIN AND PAMELA C. WALLS, a partnership d/b/a ANDERSON LANE APARTMENTS, hereinafter referred to as Trustor, hereby transfers and conveys unto Joseph B. Pitt, Jr., 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:

1. Grantee agrees to pay the Note according to its terms, and a default thereunder shall be deemed to be a default hereunder, at the written election of the holder.

2. Trustor further agrees 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 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 ten (10%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

3. In case of default hereunder, in addition to any other rights and remedies available to Grantors, Grantors may, but need not, make any payment or perform any act herein required of Trustor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any subsequent lien or subsequent Deed of Trust, or other encumbrances, if any, and purchase, discharge, compromise or settle such Deed of Trust except any Deed of Trust now in existence; any tax lien or other prior lien on title or claim thereto, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other money advanced by Grantors to protect the Premises and the lien hereof, shall to the extent thereof be indebtedness secured hereby, and shall become immediately due and payable upon 30 days' notice and with interest thereon at the rate specified in the Note. Inaction of Grantors shall not be considered as a waiver of any right accruing to it on account of any default on the part of Trustor.

4. Any default on the part of Trustor in complying with the provisions and terms of any subsequent Deed of Trust shall constitute a default under the terms of this Deed and the Note secured hereby, and shall entitle Grantors to exercise any and all rights and remedies given hereunder on account of a default, only if the holder of any subsequent Deed of Trust should declare a default in writing. Grantors may petition a court of competent jurisdiction for an order directing Grantee to perform in the event of any default under this instrument or under any subsequent Deed of Trust or under any Assignment of Rents or Leases. Grantors reserve all rights and remedies given at law or in equity, except as specifically restrained herein.

5. Trustor and Grantors agree to promptly send to one another copies of any notice received from the holder of any prior or subsequent Deed of Trust or prior or subsequent lienholder.

6. Any and all payments, due under any prior Deed of Trust, and any and all reports, receipts, and other items required to be furnished to the holder of any prior Deed of Trust, shall be remitted directly from Grantors to the holder of any prior Deed of Trust, with a copy thereof furnished to Trustor.

7. Trustor shall notify Grantors promptly of the occurrence of any of the following:

(i) receipt of notice of condemnation of the Property;

(ii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Property;

(iii) commencement of any litigation affecting the Property.

8. The rights and remedies of Grantors as provided in this Deed and in the Note shall be cumulative and concurrent; may be pursued separately, successively or together against Trustor

or against the Property, or both, at the sole discretion of Grantors, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. This Vendor's Lien is subject to the terms and conditions of a certain Unconditional and Irrevocable Escrow Agreement of even date between Trustor, Grantors and Chicago Title Insurance Company; copy is available for examination at the office of Chicago Title Insurance Company, 1st Floor, First American Center, Nashville, Tennessee 37238.

9. Grantors may release, regardless of consideration, any part of the security held for the indebtedness secured by this Deed without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed or its priority over any subordinate lien.

10. For payment of the indebtedness secured hereby Grantors may resort to any other security therefor held by Grantors in such order and manner as Grantors may elect.

11. This Deed shall be construed and interpreted under the laws of the State of Tennessee.

12. At any time and from time to time, each party shall certify to such persons as either party may designate, by writing duly acknowledged, the amount of principal and interest then owing on this Deed and what, if any, offsets and defenses are believed or known to exist against the debts, within fifteen (15) days after written request to do so served upon it by mail.

13. If any promise or covenant of this Deed or the Note is void or ineffective under the law, this Deed and the Note shall remain in force and effect as if such promise or covenant had not been entered into.

14. All notices to be sent hereunder shall be sent by certified or registered mail, return receipt requested, as follows:

If to Trustor: Jim Beuerlein and Pamela C. Walls, a partnership d/b/a Anderson Lane Apartments
Suite 800
Nashville City Bank Building
Nashville, Tennessee 37201

With a copy to: A. Harrison Johnson, Jr., Esquire
Chambers Johnson Wyckoff & Beckner
12th Floor, First American Center
Nashville, Tennessee 37238

If to Grantors: Audre Rodin
6000 Brookline, Apt 52 S
Oklahoma City, Oklahoma 73112

Jack Rodin
5435 Hicks Rd, Apt 2B
Nashville, Tenn. 37221

With a copy to: Herbert R. Rich, Attorney
213 Third Ave. N.
Nashville, Tenn. 37201

or to such other place or places as either party may designate by notice to the other.

15. This Deed shall secure any further sums advanced under the Note, or added to the principal balance thereunder in lieu of the payment of interest, whether in the event of default or otherwise, as if the same shall have been advanced or added to principal at the execution hereof.

16. Trustor covenants and agrees that to the extent Grantors pay any installment of principal or interest or any other sums due under any lien or subsequent Deed of Trust in excess of the payments required to be made in paragraph (1) above, Grantors shall become entitled to a prorata lien on the Property equal in rank and priority to the lien of any subsequent Deed of Trust and, in addition, to the extent necessary to make effective such rank and priority: (i) Grantors shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the holder of any lien or subsequent Deed of Trust; and (ii) any lien or subsequent Deed of Trust shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder. And Grantors may purchase a part of or all of the said lien or subsequent Deed of Trust Note.

17. Anything herein to the contrary notwithstanding, this instrument shall be construed as a deed of trust with a power of sale under Tennessee law. The use of the word "Grantor" is for convenience only, meaning "Beneficiary".

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises 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, within thirty days from the due date of such payment, this trust conveyance shall remain in full force and effect, or if Trustor should default under any term, condition or covenant of the said Note or this Deed, 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, upon thirty (30) days written notice and upon Grantee's failure to cure within such thirty (30) day period, 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 of the purchaser. The creditor and holder of the Note 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 of 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 Trustor, his order, representatives or assigns.

In the event the ownership of the property or any part of it becomes vested in a person other than any Grantors, the Beneficiary may deal with the successor or successors in interest with reference to this Vendor's Lien Deed and the debt secured in the same manner as with such Grantors and in conjunction with Grantors, and may forbear to sue or may extend time for payment of the debt secured, without discharging or in any way affecting the liability of such Grantors under this Vendor's Lien Deed or upon the debt secured.

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, 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 "Trustor" when used herein shall apply to parties both singular and plural.

This instrument is subject to all the terms and conditions contained in Exhibit "A".

IN WITNESS WHEREOF, the undersigned have executed this VENDOR'S LIEN DEED AND ALL-INCLUSIVE DEED OF TRUST on the 1st day of July, 1982.

JIM BEUERLEIN AND PAM S. WALLS,
a partnership d/b/a
ANDERSON LANE APARTMENTS

By: _____
Jim Beuerlein

By: _____
Pamela C. Walls

_____
AUDRE RODIN

_____
JACK RODIN

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 JIM BEUERLEIN, 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 seal at office, this 1st day of July, 1982.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

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 PAMELA C. WALLS, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 1st day of July, 1982.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

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 JACK RODIN, 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 seal at office, this 1st day of July, 1982.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

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 AUDRE RODIN, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, this 1st day of July, 1982.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-15-83.

ALL-INCLUSIVE NOTE BOOK 5909 PAGE 873

$145,000

Nashville, Tennessee
July 1, 1982

FOR VALUE RECEIVED, JIM BEUERLEIN AND PAMELA C. WALLS, PARTNERS d/b/a ANDERSON LANE APARTMENTS, jointly and severally, promise to pay to the order of AUDRE RODIN AND JACK RODIN, as tenants in common, the principal sum of ONE HUNDRED FORTY-FIVE THOUSAND AND 00/100 ($145,000) DOLLARS, together with interest on the unpaid balance of the principal sum from the date hereof in the following manner:

(1) From the date hereof monthly interest only payments at the rate of ten (10%) percent per annum shall commence on August 1, 1982 and for each successive month thereafter until July 1, 1983, in the amount of $1,208.33.

(2) A principal prepayment of $10,000 shall be made on July 1, 1983.

(3) From August 1, 1983 through July 1, 1992, installments of principal and interest at the rate of ten (10%) percent per annum upon a 30-year amortization schedule, shall be paid on the first day of each month in the amount of $1,184.72. Such installments shall continue through June 1, 1992.

(4) The entire balance of principal interest, if not sooner paid, shall be due and payable on July 1, 1992. THIS IS A BALLOON NOTE, WITH A BALLOON PRINCIPAL PAYMENT OF ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIVE AND 23/100 ($124,605.23) DOLLARS BEING DUE AND PAYABLE ON JULY 1, 1992. INTEREST AT THE RATE OF TEN (10%) PERCENT PER ANNUM SHALL BE PAID ON THE UNPAID PRINCIPAL BALANCE FROM JUNE 1, 1992 THROUGH JULY 1, 1992.

Except as otherwise provided herein, demand, presentment, notice of presentment, protest, and notice of protest are hereby waived. Due diligence in collection is hereby waived. In the event this Note is not paid when due, the Holder shall be entitled to sue for the collection hereof, collect interest at ten (10%) percent from the due date and Maker shall pay all costs of collection, including court costs and a reasonable attorney's fee. This Note may be prepaid without notice and without penalty.

This All-Inclusive Note is secured by a Vendor's Lien Deed and All-Inclusive Deed of Trust of even date herewith executed by the undersigned on certain real property described therein and recorded in the Register's Office for Davidson County, Tennessee.

This ALL-INCLUSIVE NOTE is subordinate to an existing Promissory Note executed by the Holders hereof and made payable to the order of Metropolitan Federal Savings and Loan Association of Nashville in the principal sum of Sixty-Two Thousand Three Hundred Eighty-Seven and 03/100 ($62,387.03) Dollars, being due and payable July 1, 1992, which Note is secured by a Deed of Trust dated March 15, 1972, of record in Book 4585, Page 183, Register's Office for Davidson County, Tennessee, such Deed of Trust has been amended by Modification and Extension Agreement of even date herewith and having been recorded in Book _____, page _____, said Register's Office (sometimes herein referred to as the Underlying Note, the Underlying Indebtedness, or the Metropolitan Loan).

It is further agreed and understood that if the underlying Note is called or if it matures prior to the maturity of this Note, the holder of this Note shall either pay off or refinance such underlying note so that there is no default in the payment of said note. If the holder fails to refinance, pay off or take such action as may be necessary to avoid default on such

EXHIBIT A
TO VENDOR'S LIEN DEED AND

underlying note within 30 days of the call or maturity of such underlying note, the maker of this note shall have the right to refinance the unpaid principal balance of such underlying note prior to its maturity or cause same to be refinanced, and if the maker refinances it, or causes it to be refinanced on terms acceptable to maker, the maker shall be paid a mortgage placement fee equal to 1% of the new financing. The holder of this Note shall pay all costs relating to such refinancing, including all costs, financing fees, "points", discounts and attorneys fees of the maker if it is required to refinance such underlying note or any portion thereof.

If the new interest rate and/or the length of the term of the refinanced underlying note should cause the monthly installment of principal and interest to exceed that which accrues under this Note, then maker shall be entitled to a set-off against the next accruing installment hereunder, to the extent any excess exists between the amount paid under the refinanced underlying note and the amount accruing hereunder. Further, to the extent that maker should pay installments of principal and/or interest on the underlying note (as refinanced, or otherwise) or any other liability of the holder hereof thereunder, maker shall be entitled to a credit against its liability to holder hereunder. Any refinanced underlying indebtedness shall be the obligation of the holders of this Note, who will indemnify makers for all of such refinanced indebtedness.

Holders agree that they, and neither of them, will not renegotiate the terms and conditions of the underlying indebtedness with Metropolitan Federal, and they will keep such underlying indebtedness in place, and in full force and effect at all times.

Demand, notice and protest are expressly waived, except as otherwise provided herein.

In the event any payment due hereunder shall not be paid when due, or in the event any of the covenants and agreements to be performed by the maker pursuant hereto or the Vendor's Lien Deed and All-Inclusive Deed of Trust given as security for this All-Inclusive Note shall not be performed (each of such events being referred to as a default), and the maker hereof shall fail to cure any such default within thirty (30) days after the receipt of such written notice thereof from payee or holder, or within a reasonable time, if said default cannot be reasonably cured within said thirty (30) days, the holder hereof shall have the option to declare immediately due and payable the entire principal balance plus accrued interest hereunder. In the event of such default, the undersigned will pay all expenses and costs, including reasonable attorneys' fees incident to collection, and will pay interest at the maximum legal rate, after maturity.

This Note is payable at the offices of Chicago Title Insurance Company, First American Center, Nashville, Tennessee 37238.

The holder hereof agrees to look only to the Vendor's Lien Deed securing this Note for satisfaction of the maker's obligations hereunder and agrees that an action to foreclose said Vendor's Lien Deed and All-Inclusive Deed of Trust shall be its only remedy for a default under this Note or said Vendor's Lien Deed and All-Inclusive Deed of Trust, and the holder hereof expressly waives any right to sue maker or its successors in interest for a deficiency judgment in the event of foreclosure. Neither the maker or its successors in interest nor any partner thereof shall be personally liable for the indebtedness represented by this Note.

The payee, for itself, its endorsees, successors and assigns, covenants that to the extent it receives payments of

interest and/or principal on this Note, it shall pay the underlying note (as amended) in favor of Metropolitan Federal Savings and Loan Association, also secured by the property which is security for this Note, and shall pay same in accordance with the terms and conditions of said note (as amended). The holder of this Note agrees that any payment made by the undersigned on the note described herein as the underlying note with Metropolitan Federal Savings and Loan Association shall be deemed payments on this Note.

For a valuable consideration, Holders hereof, do agree for themselves, their successors and assigns, that they do irrevocably waive and release any right that either of them or any of them may have to partition their interests in this All-Inclusive Note, or in the lien secured by the Vendor's Lien Deed and the All-Inclusive Deed of Trust. There is a certain "Unconditional and Irrevocable Escrow Agreement" of even date herewith by and between the Holders, the Makers, and Chicago Title Insurance Company, a copy of which is available for examination at the offices of Chicago Title Insurance Company, First Floor, First American Center, Nashville, Tennessee 37238, and this All-Inclusive Note is subject to and is governed by the terms of said Unconditional and Irrevocable Escrow Agreement. The Vendor's Lien Deed and the All-Inclusive Deed of Trust are also subject to the terms and conditions of such Unconditional and Irrevocable Escrow Agreement.

Executed at Nashville, Tennessee, this 1st day of July, 1982.

JIM BEUERLEIN AND PAM S. WALLS, PARTNERS
d/b/a ANDERSON LANE APARTMENTS

- PHOTO - COPY - FOR RECORD PURPOSES ONLY

/s/
By: [signature] /s/
Jim Beuerlein

/s/
By: [signature] /s/
Pamela C. Walls

EXHIBIT B

VENDORS LIEN DEED AND ALL-INCLUSIVE
DEED OF TRUST EXCEPTIONS TO TITLE

1. 1982 taxes, which have been prorated and assumed by Grantee.

2. Metropolitan Federal Savings and Loan Association indebtedness and lien as described in Exhibit A hereto.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5909 PAGE 877

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
			190000.00- CO	
			145000.00- MO	
			494.00 CO TX	
			143.00 MO TX	
			.50 PRFEE	
			36.00 WDEED	
			CHECK	673.50-
7542A07/13/62			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 9 4 3 2

IDENTIF. REFERENCE

JUL 13 10 53 AM '62

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 891104