140268-1

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
David H. Horowitz, M.D. and (NAME)	David H. Horowitz	92-12-393
Philip G. Vanvranken, D.M.D., (STREET ADDRESS OR ROUTE NUMBER)	Suite 405 (NAME) 1916 Patterson Street (STREET ADDRESS)	
a partnership (CITY) (P. O. ZONE) (STATE)	Nashville, TN 37203 (CITY) (ZONE) (STATE)	
1913 Church St. Nash. Tenn. 37203		

INSTALLMENT DEED BOOK 6011 PAGE 267

FOR AND IN CONSIDERATION OF the sum of One Hundred Ninety-Five Thousand and no/100 ($195,000.00)---------- DOLLARS of which $170,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith in the original principal amount of Twenty-Five Thousand and no/100 ($25,000.00) Dollars, plus interest at the rate of eleven (11%) percent per annum on the unpaid balance. Said note is payable in monthly installments of Three Hundred Forty-four and 38/100 ($344.38) Dollars, which amount includes principal and interest. The first of such monthly payments shall be due and payable on the 1st day of May, 1983, with a like amount due and payable on the 1st day of each consecutive calendar month thereafter until the 1st day of April, 1988, at which time the entire amount of principal and all acrrued interest shall be due and payable in full. This note may be prepaid in whole or in part at any time without penalty.

The Grantors, by execution hereof, agree that the vendor's lien retained herein shall be subordinate and inferior to a lien of Fidelity Federal Savings & Loan Association of Tennessee as evidenced by a Deed of Trust securing payment of a promissory note of even date herewith payable to the order of Fidelity Federal Savings & Loan Association of Tennessee in the original principal amount of One Hundred Sixty Thousand and no/100 ($160,000.00) Dollars, plus interest as specified therein, with principal and interest payable in full at maturity, which Deed of Trust is being recorded immediately subsequent hereto,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

James P. Loden and wife, Mary Jo Loden, who joins in the execution of this deed solely for the purpose of conveying any marital right she may have now or in the future in the property herein described

hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto

David H. Horowitz, M.D. and Philip G. Vanvranken, D.M.D., a partnership,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Being the Easterly 50 feet of the Westerly 100 feet of the Northerly part of Lot No. 153 on the Plan of the Boyd Home Tract as of record in Book 21, page 39, Register's Office for said County.

Said part of Lot No. 153 fronts 50 feet on the Southerly side of Church Street as widened and runs back between parallel lines 172-1/2 feet, more or less, to an alley.

TRACT II:

Being part of Lot No. 153 on the map of the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County, described as follows: Beginning at a point on the southerly side of Church Street, 250 feet West of 19th Avenue, North; thence Westerly along the Southerly margin of Church Street 50 feet; thence at right angles Southwardly 172-1/2 feet, more or less, to an alley; thence Easterly with the same 50 feet; thence Northerly 172-1/2 feet, more or less, to the beginning.

Being the same property conveyed to James P. Loden by deed from Robert L. Rippy and wife, Jean M. Rippy, of record in Book 5819, page 851, Register's Office for said County.

This is improved ( ) unimproved (X) property known as 1913-1915-1/2 Church Street, Nashville, TN 37203 (House Number) (Street) (P.O. Address) (City or Town) (Postal Zone)

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 for 1983 taxes which are prorated and assumed by grantees and as otherwise noted herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Don L. Smith Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do 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 at least the sum of $ fmv until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due, and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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. Now, if we, the said grantees, 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 we fail to pay any one of said notes or part thereof promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty 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, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, 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 notes 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 the grantees herein, their heirs, representatives or assigns.

In case of the inability, refusal or failure to act of said Trustee at the time when action by the foreclosing power is desired, the Register of Davidson County, Tennessee, is hereby authorized and empowered to 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 trust.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 15th day of April 19 83.

BOOK 6011 PAGE 268

James P. Loden

Mary Jo Loden

David H. Horowitz, M.D., partner

Philip G. Vanvranken, D.M.D., partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $195,000.00

Affiant

Subscribed and sworn to before me, this the 15 day of April, 19 83

My commission expires April 20, 1986 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jo McClerkan, a Notary Public in and for said County and State, the within named James P. Loden and wife, Mary Jo Loden 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, TN this 15 day of April, 19 83

Commission Expires April 20, 1986

Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jo McClerkan, a Notary Public in and for said Couty and State, the within named David H. Horowitz, M.D., and Philip G. Vanvranken, D.M.D., the bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, TN this 15 day of April, 1983.

My Commission Expires: April 20, 1986

Notary Public

This instrument was prepared by: Don L. Smith, Attorney, MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, 700 Metropolitan Federal Building, Nashville, Tennessee 37219

Name Address

INSTALLMENT DEED

From H42909

To

IDENTIF. REFERENCE

APR 20 3 01 PM '83

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

Published by

Pioneer National Title Insurance Company
A Titan Corporation
311 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 256-2256

FORM NO. 15 SEPTEMBER 1975

OFFICIAL RECEIPT

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

RECEIVED OF BOOK 6041 PAGE 269

FOR

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			195000.00- CO	
			25000.00- MO	
			507.00 CO TX	
			23.00 MO TX	
			.50 PRFEE	
			6.00 WDEED	
			CHECK	536.50-
			1536A04/20/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 42909

IDENTIF. REFERENCE

APR 20 3 02 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 943228