This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
EUGENE J. KOVARIK

TO
J. GREGORY HALE, PETER WEISS, and
STEPHEN HEINS D/B/A
J.P.S. PROPERTIES, A JOINT VENTURE

For draftsman's use

THIS INSTRUMENT PREPARED BY:

FOLEY & WEISS, ATTORNEYS
Suite 500
One Church Street Building
Nashville, Tennessee 37201

BOOK 6169 PAGE 315

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J.P.S. PROPERTIES (NAME)	"OWNER" (NAME)	MAP 104-2
2209 State Street Suite 4 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 294
NASHVILLE TN 37203 (CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	#21W-2600

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE
Nov 9 12 17 PM

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 300,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 31ST DAY OF OCTOBER, 19 83.

Notary Public

MY COMMISSION EXPIRES: [illegible]
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THREE HUNDRED THOUSAND and NO/100---------- --($300,000.00)---------- DOLLARS

of which $65,000.00 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 Non-Recourse Prommissory Note of even date herewith in the original principal sum of $235,000.00. Said Note to bear interest at the rate of 12% per annum. The Grantees shall make monthly payments of interest only in the amount of $2,350.00 each, beginning December 1, 1983, and payable on or before the first day of each succeeding month. On or before October 31, 1984, the Grantees shall pay $15,000.00 to the Grantor as partial payment on the principal balance. TERMS CONTINUED ON PAGE 3 ATTACHED

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,

I, EUGENE J. KOVARIK,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto J. GREGORY HALE, PETER WEISS, and STEPHEN HEINS D/B/A J.P.S. PROPERTIES, a Joint Venture,

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

LAND in Davidson County, Tennessee, being Lots Nos. 40 and 41 on the Plan of the Subdivision of Lot No. 41, Boyd Cockrill's Spring Tract, Alicia Terraces, of record in Book 57, Page 46, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

BEING the same property conveyed to Eugene J. Kovarik by Deed from Charles Galbreath and wife, Joyce Lain Galbreath, of record in Book 5597, Page 313, Register's Office for Davidson County, Tennessee.

Diana Kovarik, wife of Eugene J. Kovarik, joins in this instrument to release any rights she may have in the subject property especially her marital rights.

Included in this conveyance is the Grantor's right, title and interest in and to the appliances, fixtures, and other items of personalty recited in Exhibit "A" attached, which the Grantor warrants are being transferred free and clear of any liens or encumberances.

11/03 1004.50 - CHECK

This is unimproved ( ) improved (X) property, known as "Ford House" 122- 31st Avenue, North (3017 Poston Ave.) Nash., TN
(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.

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 J. J. FOLEY, JR., 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 $ 235,000.00 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, 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 advise 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 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 lien notes, or, if more than one, then of the first-maturing unpaid 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 his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 31st day of October, 1983.

Eugene J. Kovarik

Diana Kovarik

J. Gregory Hale

Peter Weiss

Stephen Heins

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 J. Gregory Hale, Peter Weiss, and Stephen Heins, 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 31st day of October, 1983.

J. J. FOLEY, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public.

Commission expires 4/22/84

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Eugene J. Kovarik and wife, Diana Kovarik, 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 King of Prussia, Pennsylvania, this 31st day of October, 1983.

My Commission Expires: 10/5/85

CATHERINE M. SMYTH
Notary Public, Montgomery Co.
My Commission Expires Oct. 5, 1985

Notary Public

CONTINUATION OF INSTALIMENT DEED

Beginning December 1, 1984, the Grantees shall make monthly payments of interest only (on the new principal balance) in the amount of $2,200.00 each and payable on or before the first day of each succeeding month until January 31, 1987, at which time the entire remaining outstanding balance of principal and interest shall be due and payable (reference is made to said Note for complete terms and conditions).

The referenced Note is intended to be a Wrap Note and the Note includes the balance due on an underlying Deed of Trust Note payable to Charles Galbreath and of record in Book 5597, Page 316, Register's Office for Davidson County, Tennessee, with an outstanding principal balance of approximately $54,000.00 which the Grantees take title subject to and which the Grantor shall remain liable for and be responsible to pay until paid in full. The Grantor shall provide evidence of payments on the underlying obligation. If the Grantor fails to make any periodic payment on the underlying mortgage, the Grantees may make said payment and deduct the same from their required payments to the Grantor.

This mortgage is due on sale unless written permission is obtained from the Noteholder approving any assumption hereof.

EXHIBIT "A"

FORD HOUSE FURNISHINGS

All apartments have electric stoves and refrigerators and wall unit air conditioners.

There is one dumpster on the property.

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Apt. 101 dinette set and 4 chairs, couch, desk and stool, 2 end tables that match desk, 2 lamp tables, 2 lamps, coffee table, chair, full-sized bed, dresser, curtains on all windows.

102 curtains for all windows (tenant-owned blinds in kitchen; drapes stored in apartment)

103 curtains for all windows (tenant-owned levolier blinds in living room; drapes stores in apartment)

104 curtains in kitchen and sheers in living room (tenant owns bedroom curtains and living room drapes)

105 curtains for all windows

106 curtains for all windows

201 couch, coffee table, 2 chairs, desk and chair, one lamp, dinnette table with 4 chairs, full-sized bed, dresser, chest, curtains on all windows

202 curtains for all windows

203 curtains for all windows

204 couch, fabric chair, end table and lamp, dinette table and four chairs, telephone table, full-sized bed, dresser, curtains on all windows

205 couch, 2 end tables, coffee table, 2 chairs, yellow wall hanging, dinette table and 4 chairs, full-sized bed, dresser and mirror, chest, night stand

206 curtains on all windows

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

RECEIVED OF _____

FOR _____

BOOK 5169 PAGE 319

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
			300000.00-	CAMT.
			235000.00-	MAMT.
			780.00	CSTAX
			233.00	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 1025.50-
0065A	11/03/83		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

T. 84230

IDENTIF. REFERENCE

Nov 3 12 17 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 990976