THIS INSTRUMENT PREPARED BY:
Charles B. Reasor, Jr.
3305 West End Avenue
Nashville, TN 37203

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
3305 Properties 3305 West End Avenue Nashville, TN 37203	Marshall I. Karr, Trustee 3714 West End Avenue Nashville, TN 37205	Map: 104-6 Parcel: 170 FB#: 26W 5321

FOR AND IN CONSIDERATION OF the sum of Two Hundred Fifty Thousand and No/100 ($250,000.00) Dollars, of which Sixty-Two Thousand Five Hundred and No/100 ($62,500.00) Dollars, has been paid in cash by 3305 PROPERTIES, a Tennessee general partnership composed of John P. Apel, Ray C. Nathurst, Charles B. Reasor, Jr., Barrett B. Sutton, Jr., and David J. White, Jr., hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged by MARSHALL I. KARR, TRUSTEE, hereinafter referred to as "Grantor," and for the remainder of One Hundred Eighty-Seven Thousand Five Hundred and No/100 ($187,500.00) Dollars, the said Grantee has executed an Installment Deed Note in the original principal amount of One Hundred Eighty-Seven Thousand Five Hundred and No/100 ($187,500.00) Dollars, payable with interest thereon as therein provided in sixty (60) monthly installments, which instrument provides for the payment of collection costs, attorney's fees, and other costs and expenses incident to collection.

To secure the indebtedness evidenced by the said Installment Deed Note, including principal, interest, and collection costs thereon, a lien is expressly retained on the real property herein conveyed from Grantor to Grantee.

Grantor has this day bargained and sold, and does hereby transfer and convey unto Grantee, Grantee's successors and assigns, certain improved real property in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $250,000.00.

Marshall I. Karr
AFFIANT

SUBSCRIBED and sworn to before me this 3rd day of January, 1984.

Catherine Wright
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-18-87

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is improved real property known as 3305 West End Avenue, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD said real property, with the appurtenances, estate, and title thereto belonging, unto the said Grantee, Grantee's successors and assigns forever. Grantor covenants that he is lawfully seized and possessed of said real property in fee simple, that he has a good right to convey the same, and that the same is unencumbered except for 1984

FILE BOX 42

Metropolitan Nashville and Davidson County, Tennessee real property taxes, matters shown on the Revised Subdivision Plat of West End Avenue Place, as of record in Book 5210, Page 204, Register's Office for said County, and easements for public utilities and vehicular and pedestrian ingress and egress serving the improvements upon the said real property.

Grantor further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real property to Grantee and Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

For the purpose of better securing the indebtedness evidenced by the Installment Deed Note, and for the purpose of rendering unnecessary court proceedings for the enforcement of the vendor's lien herein retained, in the event of an uncured default under the terms of the said Installment Deed Note or this instrument, Grantor hereby transfers and conveys unto JEROME S. KARR, TRUSTEE, his successors and assigns, the real property described in Exhibit "A," together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing the aforesaid indebtedness, and for no other purpose.

Grantee agrees to keep all improvements on said real property insured with some reliable fire insurance company or companies in an amount equal to the replacement cost of the same, if obtainable, but at least equal to the principal balance of the indebtedness herein secured, until the indebtedness herein secured is fully paid and to name the holder of the indebtedness herein secured as a loss payee as his interest may appear.

Grantee further covenants to keep the improvements on the said real property in good repair and preservation and to pay all taxes and assessments thereon before the same become delinquent. In case Grantee fails to insure or maintain said improvements or to pay said taxes, then the Trustee, or the holder of the indebtedness secured herein, or either 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 herein and to charge interest thereon at the highest lawful rate under the then existing laws of the State of Tennessee. The failure of Grantee to immediately reimburse the Trustee or the holder, as the case may be, for all sums so expended, together with interest thereon, as aforesaid, shall be a condition of default hereunder. The holder of the indebtedness secured herein reserves the right to require monthly escrow payments for the payment of insurance premiums and real property taxes if such holder reasonably feels insecure with respect to the ability of Grantee to make timely payments of insurance premiums and/or taxes. In the event such holder shall reasonably feel insecure and require such escrow payments, the same shall be paid to such holder, along with installments of principal and interest as required by the Installment Deed Note, with each such payment being in an amount equal to one-twelfth (1/12) of the amount necessary to pay such insurance premiums or taxes prior to the date upon which the same become delinquent. Such escrow funds may be commingled by such holder with its other funds and no interest shall be due thereon.

Now, if Grantee shall pay the indebtedness herein secured according to the terms of the Installment Deed Note, pay the said taxes, and keep the said improvements insured and maintained, as aforesaid, then this trust conveyance shall be of no further force and effect. If Grantee fails to pay any installments due under the terms of the Installment Deed Note, or

fails to pay said taxes, or fails to keep the improvements insured and maintained, as hereinabove provided, or fails to reimburse the Trustee or the holder for all sums expended for such purposes, with interest thereon as above provided, this trust conveyance shall remain in full force and effect, and at the option of the holder of the indebtedness secured herein, all principal, interest, and sums so advanced shall become due and payable, upon the giving of five (5) days' written notice of a payment default and thirty (30) days' written notice of a default not involving the payment of a fixed sum, in which event the Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily, or weekly, published in Davidson County, Tennessee, to sell the said real property at the front door of the courthouse 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. In the event of such sale, Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The holder of the indebtedness secured herein may bid at any sale under this trust conveyance. Grantee agrees that Trustee or the holder of the indebtedness herein secured, may at any time after default hereunder, enter and take possession of the said real property and shall only account for the net rents actually received. Grantee further agrees that in the event Trustee or the holder of the indebtedness herein secured elects not to enter and take possession of the said real property before selling the same as hereinabove provided, the purchaser at the foreclosure sale shall be entitled to immediate possession thereof upon the delivery to him by the Trustee, or his successor in trust, of a deed for said real property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing the vendor's lien herein retained, reasonable attorney's fees, reasonable Trustee's fees, and all costs of collection, including, but not limited to, court costs, postage, and advertising costs; and

Second, to the payment of all taxes, which may be unpaid on the said real property; and

Third, to the payment of all principal and accrued interest due under the terms of the Installment Deed Note, and any and all sums expended in the protection of the said real property as herein authorized; and

Finally, the residue, if any, will be paid to Grantee, or to Grantee's order.

The holder of the indebtedness herein secured is authorized at all times to remove the Trustee and appoint a successor by recording an Appointment of Successor Trustee in the Register's Office for Davidson County, Tennessee, and, in the event of such removal and appointment, the Successor Trustee shall be vested with the title, benefits, and obligations of the Trustee herein named.

Trustee, and any successor, shall execute this trust without being required to give bond or file any account or settlement in relation to the trusteeship herein created.

The real property described herein may not be sold or otherwise transferred without the prior written consent of the Grantor. For the purpose of this Installment Deed, a transfer of controlling interest in the Grantee shall be considered a sale of said real property. The building presently located upon the real property described herein may not be demolished without the prior written consent of the Grantor. For the purpose of this Installment Deed, the voluntary destruction of twenty-five (25.0%) percent or more of the fair market value of said building shall be considered a demolition thereof unless said destruction is incident to a plan of renovation or expansion of the same.

The undersigned agrees to modify the terms of this instrument in accordance with the reasonable requests of any future holder of the indebtedness secured herein, so long as such modification does not affect any material term or condition as hereinabove provided.

Privilege is reserved of encumbering the real property described herein by liens inferior to the vendor's lien herein retained.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Installment Deed on this the 3rd day of January, 1984.

Marshall I. Karr Trustee
MARSHALL I. KARR, TRUSTEE

3305 PROPERTIES, a Tennessee general partnership,

BY: _____
JOHN P. APEL,
General Partner

BY: _____
RAY C. NATHURST,
General Partner

BY: _____
CHARLES B. REASOR, JR.,
General Partner

BY: _____
BARRETT B. SUTTON, JR.,
General Partner

BY: _____
DAVID J. WHITE, JR.,
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Catherine Wright, a Notary Public in and for said County and State, the within named Marshall I. Karr, Trustee, 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 OFFICIAL SEAL at Nashville, Tennessee, this 3rd day of January, 1987.

Catherine Wright
NOTARY PUBLIC

MY COMMISSION EXPIRES:
3-18-89

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Catherine Wright, a Notary Public in and for said County and State, the within named John P. Apel, Ray C. Nathurst, Charles B. Reasor, Jr., Barrett B. Sutton, Jr., and David J. White, Jr., the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and acknowledged themselves to be the General Partners of 3305 Properties, a Tennessee general partnership.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 3rd day of January, 1987.

Catherine Wright
NOTARY PUBLIC

MY COMMISSION EXPIRES:
3-18-87

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land located in the First Civil District of Davidson County, Tennessee, on the Southerly margin of West End Avenue, 100.00 feet in a Westerly direction from Thirty-Third Avenue, South, and being Lot No. 2 on the Revised Subdivision Plat of West End Avenue Place, as of record in Book 5210, Page 204, Register's Office for said County, and being more particularly described according to a survey of Southern Consultants, Inc., dated August 9, 1979 (Job No. 271.10), as follows:

BEGINNING at an iron pin in the Southerly margin of West End Avenue, said iron pin being South 43° 43' 35" West, a distance of 100.00 feet from an iron pin located in the Southwesterly corner of the intersection of West End Avenue and Thirty-Third Avenue, South; thence, leaving the Southerly margin of West End Avenue, South 35° 50' 33" East, a distance of 147.36 feet to an iron pin in the Northerly margin of a 15-ft. alley; thence, following the Northerly margin of said alley, South 43° 43' 35" West, a distance of 67.25 feet to an iron pin; thence, leaving the Northerly margin of said alley North 31° 19' 49" West, a distance of 150.00 feet to an iron pin in the Southerly margin of West End Avenue; thence, following the Southerly margin of West End Avenue, North 43° 43' 35" East, a distance of 55.25 feet to the point of beginning, and containing 8,877 square feet, or 0.204 acres, more or less, according to said survey.

TOGETHER WITH a non-exclusive ingress and egress easement over a paved driveway adjoining the hereinabove described property to the West upon a portion of Lot No. 10 on the Plan of Bransford Realty Company's West End Place, as of record in Plat Book 332, Page 15, Register's Office for said County, and running between West End Avenue and a 15-ft. alley.

BEING a portion of the same property conveyed to Marshall I. Karr, Trustee, by Deed from Clover Bottom Estates, Inc., as of record in Book 5324, Page 68, Register's Office for said County.

A95594
IDENTIF. REFERENCE
JAN 5 8 39 AM '84
DAVIDSON COUNTY, TN
3933 01/05 954.00- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6208 PAGE 168

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

250000.00- CAMT.
167500.00- MAMT.
650.00 CSTAX
165.50 MSTAX
.50 PRFEE
16.00 WDEED
CHECK 954.00-
3933A01/05/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 5 5 9 4

IDENTIF. REFERENCE

JAN 5 8 39 AM '84

REGISTER
DAVIDSON COUNTY, TN

No. 4416