This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

FILE IN BOX #4
Form No. WD-4

FROM

J.P.S. PROPERTIES

TO

T. P. TACOGUE, M.D., and wife,
LOYDA C. TACOGUE, M.D.

For draftsman's use 84-11-15

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg.
Nashville, Tennessee 37201

BOOK 6427 PAGE 880

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
T. P. TACOGUE, M.D. (NAME)	"OWNERS" (NAME)	MAP 104-2
710 BELLE MEADE BLVD. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 294
NASHVILLE TN 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	#21W-2600

(FOR REGISTER'S USE)

I 6 4 1 2 5

IDENTIF. REFERENCE

Nov 16 1 01 PM '84

FELIX A. HILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 387,500.00 Loyda C. Tacogue
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14TH DAY OF NOVEMBER, 1984.

Notary Public

MY COMMISSION EXPIRES: 2/19/88

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THREE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED and No/100---------- ($387,500.00) ---------- DOLLARS

of which $ 167,500.00 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 their joint Promissory Note of even date herewith in the original principal sum of $220,000.00. 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 $2,200.00 each, beginning December 15, 1984, and payable on or before the 15th day of each succeeding month. The entire outstanding principal and accrued interest shall be due and payable on or before July 1, 1986. The referenced Note is intended to be a wrap Note and includes outstanding balances on two Notes secured by instruments of record in Book 5597, Page 316, and Book 6169, Page 317, Register's Office for Davidson

(Continued on Page Three 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,

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

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

T. P. TACOGUE, M.D., and wife, LOYDA C. TACOGUE, M.D.,

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 Terrace, of record in Book 57, Page 46, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to J. Gregory Hale, Peter Weiss, and Stephen Heins D/B/A J.P.S. Properties, by Deed from Eugene J. Kovarik and wife, Diana Kovarik, of record in Book 6169, Page 315, Register's Office for said County.

This instrument is being executed in behalf of Stephen Heins pursuant to a "Power of Attorney" executed by same on the 7TH. day of November, 1984, and being filed for record simultaneously herewith.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantees herein.

This is unimproved ( ) improved (XX) property, known as "Ford House" Apartments, 3021 Poston Avenue, Nashville, TN 37203
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 6427 PAGE 831

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.FOLLY,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 $ insur.value 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 that now, 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 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 advice in the premises, or for prosecuting 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 grantors 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 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.

Wherever 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 14th day of November, 19 84.

J.P.S. PROPERTIES

BY: _____
J. GREGORY HALE, Joint Venturer

BY: _____
PETER WEISS, Joint Venturer

STEPHEN HEINS, Joint Venturer

BY: Stephen Heins by Peter Weiss
PETER WEISS, Attorney-In-Fact

T. P. Tacogue
T. P. TACOGUE, M.D.

Loyda C. Tacogue M.D.
LOYDA C. TACOGUE, M.D.

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 T. P. TACOGUE, M.D., and wife, LOYDA C. TACOGUE, M.D., the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of November, 1984.

Notary Public

Commission expires 2/19/88

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

*SEE PAGE THREE ATTACHED FOR ADDITIONAL NOTARY ACKNOWLEDGEMENTS

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____ Notary Public

Commission expires _____

CONTINUATION OF INSTALLMENT DEED

County, Tennessee, which the Grantees take title subject to and which the Grantor shall remain liable for and be responsible to pay until paid in full. 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 all Noteholders approving any assumption hereof.

* Continuation of Notary Acknowledgements

STATE OF TENNESSEE)
DAVIDSON COUNTY)

Before me, the undersigned, of the State and County aforesaid, personally appeared J. Gregory Hale and Peter Weiss, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon their several oaths acknowledged themselves to be Joint Venturers of J.P.S. Properties, the within named bargainor, a Joint Venture, and that they as such Joint Venturers, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Joint Venture by themselves as Joint Venturers.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 14th day of November, 1984.

My Commission Expires: 2/19/88

Notary Public

STATE OF TENNESSEE)
DAVIDSON COUNTY)

On this 14th day of November, 1984, before me personally appeared Peter Weiss, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Stephen Heins, and acknowledged that he executed the same as the free act and deed of the said Stephen Heins.

My Commission Expires: 2/19/88

Notary Public

11/16 1235.00- CHECK

7561

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 6427 PAGE 883

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
			387500.00	CAMT.
			220000.00	MAMT.
			1007.50	CSTAX
			218.00	MSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK	1235.00
7851411/16/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6 4 1 2 5

IDENTIF. REFERENCE

Nov 18 1 01 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No.0085868