Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Steven L. Mann	Same	61-15-54
(NAME) 3917 Gallatin Road	(NAME)	61-15-55
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN. 37216	(STREET ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

BOOK 7093 PAGE 505

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) *Dollars,*

of which FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) *Dollars,*

STEVEN L. MANN AND ADVENTIST HEALTH SYSTEMS/SUNBELT, INC. have executed one principal promissory note for ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS, dated December 31st, 1986, with interest on the unpaid prinicpal balance of this Note until paid, at the rate of TEN AND ONE-FOURTH (10¼%) per cent per annum. Principal and interest shall be payable at Nashville, Tennessee, or such other place as the holder may designate, in 84 consecutive monthly installments of ONE THOUSAND, SIX HUNDRED, SEVENTY-FOUR AND NO/100 ($1,674.00) DOLLARS due on the first day of each month beginning February 1, 1987. Such monthly installments shall continue until the entire indebtness is fully paid, except that any remaining indebtness, if not sooner paid, shall be due and payable on January 1, 1994.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, WILLIAM C. BURRUS, ROGER B. BURRUS AND GEORGE R. BURRUS

have this day bargained and sold, and do hereby transfer and convey unto the said STEVEN L. MANN AND ADVENTIST HEALTH SYSTEMS/SUNBELT, INC.

the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two Tracts or parcels of land located in Davidson County, Tennessee, described as follows:

TRACT NO. 1: Being the northerly one-half of Lot No. 13 on the Plan of Maplewood Home Tract as of record in Book 421, page 174, Register's Office for Davidson County, Tennessee. Said part of Lot No. 13 fronts 50 feet on the west side of Gallatin Pike and extends back between parallel lines 250 feet, more or less to an alley.

TRACT NO. 2: Being Lot No. 14 on the Plan of Maplewood Home Tract as of record in Book 421, page 174, Register's Office for Davidson County, Tennessee. Said Lot No. 14 fronts 100 feet on the west side of Gallatin Road and runs back between parallel lines 250 feet to a dead line.

BEING the same property conveyed to WILLIAM C. BURRUS, ROGER B. BURRUS AND GEORGE R. BURRUS, by deed of record in Book 5144, page 701, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 150,000.00

Subscribed and sworn to before me, this the 31st day of December, 19 86

Steven L. Mann
Affiant

My commission expires: 9-10-89
(Affix Seal)

William C. Boyers
Notary Public

unimproved ( )
This is improved ( ) property, known as 3917 Gallatin Road, Nashville, Tennessee 37216
(House Number) (Street) P.O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto W.A.G. Boyers, *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:*

Trustors 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 the sum of $ 100,000.00, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

If all or any part of the Property or any interest in it is sold or transferred (or if) a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The Trustor expressly waives all legal, equitable, and statutory right of redemption, exemption or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statue of judicial decision.

This is unimproved ( ) improved (X) property, known as 3917 Gallatin Road, Nashville, Tennessee 37216
(House Number) (Street) P. O. Address (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Steven L. Mann and Adventist Health Systems/ Sunbelt, Inc. William C. Burrus, Roger B. Burrus and George R. Burrus *(successors), heirs and assigns forever. ...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 1986 real estate taxes which the grantee hereby assumed and agrees to pay.

William C. Burrus, Roger B. Burrus and George R. Burrus *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Steven L. Mann and Adventist Health Systems/ Sunbelt, Inc. *(successors), 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 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 Steven L. Mann and Adventist Health Systems/ Sunbelt, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* W.C. Boyers *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:*

Trustors 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 the sum of $ 100,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree 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 trustors 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors 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, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 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 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. BOOK 7093 PAGE 507

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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 31st *day of* December, *19* 86.

William C. Burrus

Roger B. Burrus

George R. Burrus

Steven L. Mann, Adventist Health Systems/Sunbelt, Inc.

BY: Clay Farwell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* William C. Burrus, Roger B. Burrus and George R. Burrus

*the within named bargainor*s, *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* December, *19* 86.

William C. Burrus *Notary Public*

Commission expires 9-10-89

NOTARY PUBLIC AT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Steven L. Mann

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

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Witness my hand and official seal at Nashville, Tennessee *this* 31st *day of* December, *19* 86

William C. Boyers *Notary Public*

Commission expires 9-10-89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Clay Farwell, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President *of the* Adventist Health Systems/Sunbelt, Inc., *the within named bargainor, a corporation, and that* he *as such* Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice President

Witness my hand and seal, at office in Nashville, Tennessee *this* 31st *day of* December, *19* 86

William C. Boyers *Notary Public*

Commission expires 9-10-89

THIS INSTRUMENT PREPARED BY WILLIAM C. BOYERS, ATTY.
P.O. BOX 2603
Mail NASHVILLE, TENN. 37219

79464

IDENTIFICATION REFERENCE

JAN 2 1 37 PM '87

INSTALLMENT DEED

FROM

WILLIAM C. BURRUS, ROGER B. BURRUS AND GEORGE R. BURRUS

TO

STEVEN L. MANN AND ADVENTIST HEALTY SYSTEMS/SUNBELT, INC.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 7093 PAGE 509

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
			[illegible]	CAMT.
			[illegible]	CAMT.
			420.00	CSTAX
			98.00	MSTAX
			.50	PRFEE
			12.00	WDEED
				CHECK 530.50-
			4398321/12/87	CAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

79464

IDENTIFICATION REFERENCE

JAN 2 1 37 PM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 30046