Maximum principal indebtedness for Tennessee recording tax purposes is $187,000.00.

THIS INSTRUMENT PREPARED BY:
W. WARNER McNEILLY, III
18th Floor
First American Center
Nashville, Tennessee 37238

01/05 0101 03CHECK 830.50

SPECIAL INSTALLMENT DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES E. SEELEY, III, M.D. P. JONES MOORE, III, M.D. 1903 Hadley Avenue Old Hickory, TN 37138	JAMES E. SEELEY, III, M.D. P. JONES MOORE, III, M.D. 1903 Hadley Avenue Old Hickory, TN 37138	53-7-2

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $220,000.00.

P. JONES MOORE, III, M.D.

JAMES E. SEELEY, III, M.D.

SUBSCRIBED AND SWORN to before me this 5th day of January, 1988.

Notary Public

My Commission Expires:

1-9-91

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty Thousand Dollars ($220,000.00), of which Thirty Three Thousand Dollars ($33,000.00) has been paid in cash by JAMES E. SEELEY, III, M.D. and P. JONES MOORE, III, M.D. ("GRANTEES") to FIRST AMERICAN TRUST COMPANY, TRUSTEE, N.A., the receipt of which is hereby acknowledged, and for the remainder of which the said GRANTEES have executed an Installment Deed Note of even date payable to the order of FIRST AMERICAN TRUST COMPANY, N.A., TRUSTEE, Successor to First American National Bank, Trustee under authority of T.C.A. § 45-2-1008 ("GRANTOR"; GRANTOR and any subsequent holders of the indebtedness secured hereby hereinafter sometimes collectively referred to as "HOLDER") in the principal sum of One Hundred Eighty Seven Thousand Dollars ($187,000.00), together with interest thereon calculated at the rate of ten percent (10%) interest per annum amortized over one hundred eighty (180) months payable in fifty-one (51) consecutive equal monthly installments of principal and interest each in the amount of Two Thousand Nine and 52/100 Dollars ($2,009.52) commencing on February 1, 1988, and continuing on the first (1st) day of each

successive month thereof for fifty (50) additional consecutive months with a balloon payment of the entire then balance of principal and interest of One Hundred Fifty Eight Thousand Four Hundred Seventy Two and 42/100 Dollars ($158,472.42) being due and payable on April 1, 1992, plus all accrued but unpaid costs and expenses advanced together with all extensions, renewals and modifications thereof or any notes given in payment of any such principal, interest, costs or expenses provided, however, that if the GRANTEES or either of them should earlier convey any part or all of either their legal or equitable interest in the real estate herein conveyed without the prior consent of HOLDER, the then entire balance, including but not limited to principal, interest and all other amounts owing pursuant to the said Note and this Installment Deed , shall be at once due and payable.

The GRANTOR, has this day bargained and sold, and does hereby transfer and convey unto the said GRANTEES as tenants in common certain real estate in Davidson County, Tennessee, and more particularly described in Exhibit "A" to this Installment Deed.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, forever. GRANTOR covenants that said property is free from all encumbrances made or suffered by it, except as shown in Exhibit "A" hereto and except for taxes for the current year which are hereby prorated and assumed by GRANTEES.

GRANTOR further covenants and binds itself, its successors and assigns, to warrant and to forever defend the title to the said real estate to said GRANTEES, against the lawful claims of all persons as to encumbrance made or suffered by GRANTOR.

AND NOW, (a) To secure payment of that aforesaid Installment Deed Note of even date herewith, together with all extensions, renewals and modifications thereof or any notes given in payment of any such principal and/or interest;

(b) To secure all sums advanced by Trustee, Grantor or the lawful owner and holder of any indebtedness secured hereby, to GRANTEES or expended for GRANTEES' account or benefit pursuant to the terms of this Deed, with interest thereon as provided herein, and the faithful performance of all terms and conditions contained herein; and

(c) To secure the payment of all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien of this conveyance, including reasonable attorney's fees;

All the foregoing collectively referred to as the "Secured Indebtedness".

For the consideration of One Dollar ($1.00) to me in hand paid, we, the said GRANTEES, herein do hereby transfer and convey unto JOHN L. VAN CLEAVE, TRUSTEE, his successors and assigns, in trust the realty described in Exhibit "A" hereto with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid. We, the said GRANTEES, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire, flood, wind or other casualty by some reliable insurance company or companies for at least the sum of One Hundred Eighty Seven Thousand Dollars ($187,000.00) or at least their maximum insurable value until the said Secured Indebtedness is fully paid, to cause the said TRUSTEE, as his interest may appear, to be named as the loss

payee of all such insurance policies, and, on demand, to furnish to the GRANTOR or the TRUSTEE proof of such insurance and payment of premiums. We further agree to keep the improvements on the said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due. We further agree 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. In case we fail to timely pay such insurance premiums, taxes, or assessments or liens, then the said TRUSTEE, or the HOLDER, 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 at the maximum legal rate of interest. In case the TRUSTEE or his successors or the HOLDER shall hereafter be required to appear in any court or tribunal to enforce this Deed or the terms thereof, or to 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 if paid by the TRUSTEE or the HOLDER, shall bear interest at the maximum legal rate from the date of payment and shall be and become a part of the Secured Indebtedness. Now, if we, said GRANTEES, shall pay the Secured Indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured as agreed, then this trust conveyance shall be of no further force or effect. But if we default in the making of any payment pursuant to the Note, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the TRUSTEE or HOLDER or otherwise fail to pay the Secured Indebtedness for all sums, with interest, so expended by said TRUSTEE, or HOLDER within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the HOLDER, the balance of the Secured Indebtedness 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 (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said county to the highest bidder for cash, at the public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower and all other exemptions of every kind which are hereby expressly waived by GRANTEES; and the said TRUSTEE, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The GRANTOR or the HOLDER may bid at any sale under this conveyance. We agree that the TRUSTEE may, at any time, after any default in the payment of the Secured Indebtedness, 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 immediately entitled to immediate possession thereof upon the delivery to him by the TRUSTEE of a deed for said property.

In the event of a sale of said property under and by virtue of this trust, the GRANTEES and all persons holding under GRANTEES shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five (5) days' written notice.

In case of a sale hereunder the proceeds will be applied by the TRUSTEE as follows:

(1) To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien note or 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, but excluding the expense of ejecting persons from the realty in order to retake it; (2) To the payment of all taxes which may be unpaid on said premises; (3) To the payment of the unpaid balance of the Secured Indebtedness, including principal and interest, and any and all sums expended in the protection of said property, as herein authorized; (4) The residue, if any, will be paid to such parties as are legally entitled to it.

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 HOLDER 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.

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.

Any act, failure to act or failure to enforce any condition of this Deed or the said Note by the TRUSTEE, the GRANTOR, or the HOLDER shall not be construed as a waiver of any such condition or requirement.

WITNESS our hands this 5TH day of JANUARY, 1988.

GRANTOR: FIRST AMERICAN TRUST COMPANY, N.A., TRUSTEE

By: Richard L. Smith

Title: Vice President

GRANTEES:

James E. Seeley III M.D.
JAMES E. SEELEY, III, M.D.

P. Jones Moore III M.D.
P. JONES MOORE, III, M.D.

TRUSTEE:

John L. Van Cleave
JOHN L. VAN CLEAVE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Toney, Notary Public, Richard L. Santi, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Vice President, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand at office this 5th day of January, 1988.

Misty Toney
Notary Public

My Commission Expires:

1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Toney, Notary Public, JAMES E. SEELEY, III, M.D., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 5th day of January, 1988.

Misty Toney
Notary Public

My Commission Expires:

1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Misty Toney, Notary Public, P. JONES MOORE, III, M.D., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 5th day of January, 1988.

Misty Toney
Notary Public

My Commission Expires:

1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 7442 PAGE 880

Personally appeared before me, Misty Jones, Notary Public, JOHN L. VAN CLEAVE, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 5th day of January, 1988.

Misty Jones
Notary Public

My Commission Expires:

1-9-91

EXHIBIT A

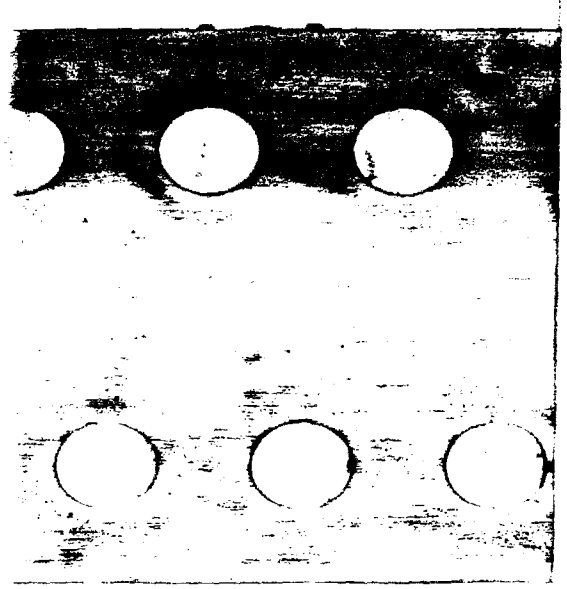
Land in the 4th Civil District of Davidson County, Tennessee, being the southerly part of a lot marked "Ball Park" and shown on the Revised Plan of Section "E" of the Village of Old Hickory, of record in Book 1424, page 132, Register's Office for said County, and described according to a copy of a survey thereof made by M. O. Smartt, dated January 16, 1961, as follows:

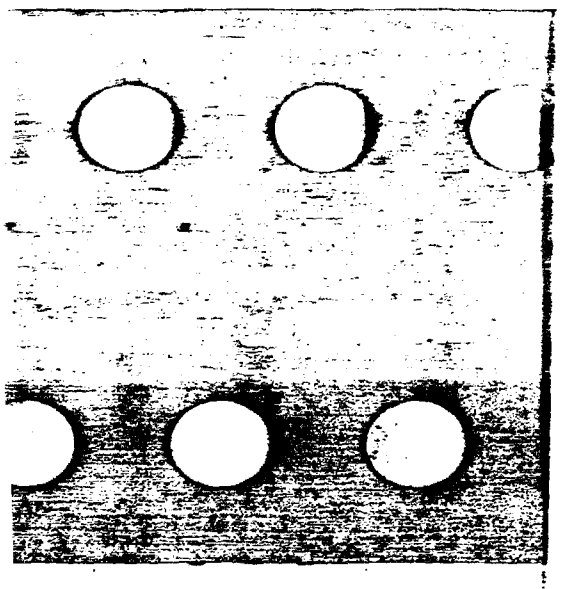
BEGINNING at an iron pin set at the edge of the sidewalk along Old Hickory Boulevard, said point being on a line, North 41° 30' East 62.5 feet from the center line of Old Hickory Boulevard; thence along the same, North 41° 30' East 99.0 feet to an iron pin; thence South 90° 23' East 106 feet to an iron pin set in the westerly edge of Ball Park Road; thence along said westerly edge of Ball Park Road, South 0° 23' East 112 feet to a point; thence still along the westerly edge of Ball Park Road, South 4° 07' West 118.8 feet to a point; thence on a curve to the right having a radius of 25 feet an arc distance of 25.1 feet to a point on northeasterly edge of the concrete sidewalk said point being 62.5 feet from the center line of the Old Hickory Boulevard; thence along the northeasterly edge of the Davidson County Concrete Walk, North 45° 53' West 228 feet to the point and place of beginning, containing 0.57 acres, more or less.

Being part of the property conveyed to THE OLD HICKORY UTILITY DISTRICT OF DAVIDSON COUNTY, TENNESSEE, by Deed from E.I. duPont deNemours and Company, of record in Book 2813, page 445, said Register's Office.

Being the same property conveyed to FIRST AMERICAN NATIONAL BANK OF NASHVILLE, Nashville, Tennessee, Trustee under Trust Agreement with Wendell W Wilson, dated the 4th day of January, 1972, by Deed of record in Book 4570, Page 180, Register's Office for Davidson County.

9539 7.
IDENTIFI REFERENCE
JAN 5 10 40 AM '88
DAVIDSON COUNTY, TN





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7442 PAGE 882

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT 220000.00	
			CON TX 187000.00	
			CON TX 616.00	
			VOID	
			CON TX 187000.00-	
			MAMT 187000.00	
			~~MOR TX 185.00~~	
			~~PRFEE 0.50~~	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 5 3 9 7

IDENTIFICATION REFERENCE

JAN 5 10 40 AM '88

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

Total 822.50

No. 50711

WDEED	21.00
TOTAL	822.50
CHECK	822.50