This Instrument Prepared By
Richard Dance
Attorney at Law
3212 West End Avenue, Suite 400
Nashville, TN 37203

Map-Parcel Numbers
Map 71-2 Parcel 143 & 145

Send Tax Bills To:
BHULABHAI C. PATEL and
wife, INDUBEN B. PATEL
2403 Brick Church Pike
Nashville, TN 37207

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $580,000.00.

Bhulabhai C. Patel
AFFIANT

Subscribed and sworn to before me this 12th day of November, 1990.

NOTARY PUBLIC

My commission expires: 3/27/93

Maximum principal indebtedness for Tennessee recording tax purposes is $480,000.00.

INSTALLMENT DEED
and
SECURITY AGREEMENT

FOR AND IN CONSIDERATION of the sum of Five Hundred Eighty Thousand Dollars ($580,000.00), of which One Hundred Thousand Dollars ($100,000.00), has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantors, is hereby acknowledged and for the remaining balance of Four Hundred Eighty Thousand Dollars ($480,000.00), the said hereinafter named Grantees have executed and delivered to Grantors three (3) promissory notes of even date herewith each in original face amount of One Hundred Sixty Thousand Dollars ($160,000.00), payable, with interest as therein provided, as follows: one to the order of CHARLES L. BURKHALTER, one to the order of WILLIAM K. JONES, and one to the order of NAOMA H. REASONER, Administratrix of the estate of EARL HAWKINS deceased, in three hundred (300) consecutive monthly installments of One Thousand Four Hundred Fifty-Four Dollars ($1,454.00) each, with the first installment on each note due the 12th day of December, 1990; each note provides for payment of attorney's fees, and to secure the payment of each note, principal and interest, attorney fees, and all obligations of Grantees herein provided, a lien is expressly retained on the property (herein defined to include both real and personal) herein conveyed, we, CHARLES L. BURKHALTER, WILLIAM K. JONES and NAOMA H. REASONER, Administratrix of the estate of EARL HAWKINS deceased, hereinafter called Grantors, have this day bargained and sold,

and do hereby transfer and convey unto BHULABHAI C. PATEL and wife, INDUBEN B. PATEL, hereinafter called Grantees, their heirs and assigns, certain real estate and personal property described as follows:

A complete motel, known and/or formerly known as The Belvedere Inn and as Brick Church Inn, consisting of the real and personal property described as follows:

Real Property Described as Follows:

Land in Davidson County, Tennessee, being part of Lot No. 6 on the Map of the Second Plan of Brooklyn, of record in Book 19, page 505, Register's Office for Davidson County, Tennessee, and described according to survey made by R.L. Montoya Land Surveying, dated September 22, 1986, as follows:

Beginning at an iron pin the easterly margin of Brick Church Pike at the southwest corner of the tract of land conveyed to BPC Enterprises, Inc., by deed from Brick Church Investments Corporation, of record in Book 6339, page 550, Register's Office for Davidson County, Tennessee.

Thence North 76 deg. 35' 47" East 143.10 feet to a point; thence South 11 deg. 18' 50" East 215.76 feet to a point; thence South 75 deg. 18' 33" West 135.42 feet to an iron pin in the easterly margin of Brick Church Pike; thence with said easterly margin of Brick Church Pike northwardly 218.7 feet to the point of beginning.

Being the same property conveyed to CHARLES L. BURKHALTER, et al,by deed from FRED C. DANCE, Trustee, of record in Book 8220, page 514, and as corrected in Book 8222, page 18, Register's Office for Davidson County, Tennessee.

This is improved property known as 2403 Brick Church Pike, Nashville, Tennessee 37207.

Personal Property Described as Follows:

That in addition to the above described real property being sold the Grantors sell all personal property located on the above described real estate but the Grantors make no representations as to the location and condition of said personal property being sold.

Grantors and Grantees have identified, by separate schedule, items of personal property presently located on the real estate, but that schedule is not intended to be complete.

Also included in this conveyance are all of the rents, issues and profits now or hereafter arising from the property herein conveyed and on demand of the Trustee or the Grantors (herein referred to severally as demanding party) all of such rents, issues and profits shall be payable to said demanding party, which payment when made to said demanding party shall be as binding upon the Grantors as if Grantors had signed a receipt therefor. By the foregoing conveyance Grantees acknowledge that neither the Trustee nor the Grantors assume any obligations of

Grantees in connection with any agreement, in writing or otherwise, which provides for payment of said rents, issues and profits.

Taxes for the current year are prorated as of the date hereof.

Grantees acknowledge possession of all property in good order and condition and promise, if default is made, to return same in like good order and condition. Grantees warrant to use the property, both real and personal, only in the lawful operation of a motel on the real estate described herein. Rents are divided as of Noon, on the date hereof, meaning those rents then due are the property of the Grantors and those rents due after said time are the property of the Grantees.

The three (3) promissory notes herein described and secured hereby are herein collectively sometimes referred to as "note", "notes", or "promissory notes".

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever.

All property, both real estate and personal property, is sold without warranties, except for limited obligation to defend title to the personal property, in its "AS IS CONDITION", "WITH ALL FAULTS", and specifically GRANTORS MAKE NO WARRANTIES, ACTUAL OR IMPLIED, THAT THE PROPERTY HAS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

And now for the purpose of rendering court proceedings unnecessary for the enforcement of the lien herein retained by Grantors and created hereby Grantees on the real estate and personal property, herein described, all of which real and personal property is herein collectively referred to as "Property", and to secure the prompt and faithful payment of the above described promissory notes and to secure the prompt and faithful payment and performance by Grantees of their obligations as herein provided and further for the consideration of $1.00 to Grantees in hand paid, the receipt of which is hereby acknowledged, the Grantees do hereby transfer and convey unto Fred C. Dance, Trustee and said Trustee's successors and assigns, (1) the property hereinbefore described with the appurtenances, estate, title and interest thereto belonging, plus (2) all inventory and equipment and other personal property now or hereafter acquired by Grantees and proceeds, for the purposes aforesaid. Present address of FRED C. DANCE, Trustee is 200 Fourth Avenue North, Suite 800, Nashville, Tennessee 37219.

The Grantees do hereby agree to keep the property described herein including all improvements on said real estate, insured in some reliable fire insurance company or companies for at least a sum equal to the aggregate unpaid balances due on all promissory notes secured hereby, which insurance shall be allocated to real

and personal property as designated by Grantors, and to have, by proper mortgage clause endorsement in form satisfactory to Grantors, the loss, if any, made payable on the policy or policies to the herein named Trustee for the benefit of the Grantors or holders of the notes secured hereby as their interest may appear. Said policy or policies of insurance shall be in such form as is acceptable to the holders hereof, and said policies or insuring companies certified copies thereof delivered to holders or their designate. Renewal policies of insurance with evidence of payment of the premium for the entire term thereof shall be furnished to and in possession of the Grantors or their designate at least thirty (30) days before the policies effective date. In the event any policy of insurance is cancelled for any reason, then, at least three (3) days prior to the effective date of the cancellation, replacement policies, with evidence of payment of the premium for the entire term thereof shall be furnished to and in possession of the Grantors or their designate. In the event of loss of or damage to the property herein conveyed which is recoverable under said policy or policies of insurance, any money paid as a result of such loss or damage shall be paid to said Trustee and the said Trustee is hereby empowered in the name of the Grantees or assigns to give a full acquittal for the amount paid and such amount shall be held by Trustee in escrow for the uses and times as herein provided.

Grantees further agree to keep all of the property, including the improvements on said real estate, in good repair and preservation. Grantees irrevocably authorize the Grantors, holders hereof, Trustee and/or any of their agents, to enter, at all reasonable times, upon and in the buildings and improvements on the real estate to inspect the property.

The said Grantees agree to pay all taxes and assessments levied on the within described property when the same becomes due and payable, and promptly deliver, within sixty (60) days after said taxes are payable, the official receipts therefor to the Grantors or their designate, or a certificate signed by each taxing official to whom any said taxes or assessment shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

If the Grantees fail to keep the property insured, in good repair, and/or taxes thereon paid, as herein provided, then the said Trustee, or the lawful owner and holders of said notes may do any or all of these things, and the sum or sums so expended shall be due and payable immediately without notice or demand and shall become a part of the indebtedness secured herein, and shall bear interest, at the rate provided for in the promissory notes secured hereby or if no rate stated, then at the legal rate, from the date of such payment.

Grantees represent and warrant not to use the property or any part thereof in violation of any law, Federal or State, or Local Ordinance.

Grantees shall be in default hereunder upon the occurance of any one of the following:

(1) a failure of the Grantees to pay any installment, principal or interest, on any note on the day it is due, or within five (5) days thereafter;

(2) failure of Grantees to pay the taxes by the date and furnish the receipt as herein provided without further notice or demand;

(3) failure of Grantees, within the time periods herein specified, to provide, pay for, keep and maintain insurance as herein provided without further notice or demand;

(4) Grantees failure to permit Grantors, Trustee and/or their agents, to enter upon and inspect the property;

(5) failure of Grantees to promptly pay, perform and abide by all provisions hereof.

Now, if the Grantees shall pay the promissory notes above described when due, according to its terms, and pay the taxes, keep up repairs, and keep property insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantees fail to pay any installment, principal or interest, on any promissory note promptly when due or within five (5) days thereafter, or if Grantees fail to pay taxes, keep up repairs or keep said property insured as herein provided, or if Grantees fail to reimburse the Trustee or lawful owner and holders of said notes for all sums, with interest, so expended by said Trustee, or lawful owners and holders said notes, or if Grantees fail to promptly pay, perform and abide by all other obligations herein provided, or if Grantees make default herein, then this trust conveyance shall remain in full force and effect, and at the option of any one or more of the lawful owners and holders of said promissory notes, the entire unpaid balance, principal and interest, due on said notes secured hereunder shall immediately become due and payable, without notice or demand, and the said Trustee, or his successors in trust, is hereby authorized and empowered upon giving twenty (20) days' notice of the time, terms and location of said sale by three (3) publications (the form of said publication being herein more specifically described) in any newspaper, daily or weekly, published in the county wherein the real estate, or any part thereof, is situated, to sell said property at the courthouse door in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory redemption, homestead, dower, elective or marital share and all other exemptions and rights of every kind which are hereby expressly waived; and the said Trustee, or his successors in Trust, is

authorized and empowered to execute and deliver to the purchaser a deed and/or bill of sale to the fee simple title to said property free from all claims, demands or rights of Grantees. The Grantors and/or holders of the notes, or any one or more of them, secured hereunder may bid at any sale under this trust conveyance. Grantees agree, that the Trustee may, at any time after default in the payment of any one note, enter and take possession of said property and shall only account for the net rents actually received by him. Grantees further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser at the foreclosure sale hereunder, shall be entitled to immediate possession thereof, without demand and/or notice, upon the delivery to purchaser by the Trustee of a deed and/or bill of sale for said property. Right to possession of the property may be enforced by legal action without notice or demand.

The advertisement of sale hereunder by the Trustee shall give notice that the personal property is included in the sale in the following quoted words, "that in addition to the real estate being sold the Trustee will sell all personal property located on the said real estate, but the Trustee makes no representation as to the location and condition of any of said personal property being sold." Grantees expressly waive the necessity of describing the individual items of personal property and that said personal property may be sold all together with the real estate at one sale. It is the intent of the Grantees by authorizing the sale of the real and personal property together, is for the sale to be the sale of a complete motel which will in Grantees' opinion bring a better price than selling the real estate and the personal property separately and at different times and in different places. It is also Grantees' intent that a purchaser at the sale may make one bid for the property (real estate, equipment and fixtures and all personal property). Grantees expressly warrant and and conevant tht such a sale of the property so advertised by the Trustee and conducted at the Courthouse door in accordance with the provisions hereof shall constitute a commercially reasonable sale.

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, including a reasonable Trustee's fee; also reasonable attorney's fees for advice in the premises, and representing the Trustee, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement or protection of said lien; also the expenses of any such litigation;

2nd. To the payment of the promissory notes herein secured, and any and all sums expended in the protection of said property; provided however if payment is not sufficient to pay all notes in full, then payment shall be made in equal amounts;

3rd. The residue, if any, will be paid to Grantees, their representatives or assigns.

Should the Trustee herein specifically named be unable to execute the foregoing trust because of death, disability, resignation or any other cause, or should the majority of the holders of the notes herein secured desire that another or different trustee act hereunder, then the majority of the holders of said notes herein secured are hereby authorized and empowered from time to time,to name and appoint, successor trustee or trustees to execute this trust and the title herein conveyed to the above specifically named trustee shall be vested in any successor. The right to appoint successor trustees is a continuing right.

Grantees agree to pay all cost, including reasonable attorney's fee, incurred by the holders of the promissory notes secured hereby in recording, continuing, protecting, preserving, defending, enforcing or releasing the lien of this instrument plus all costs, including reasonable attorney's fee, incurred by Grantors in defending and/or attending to any claim and/or Court action in which Grantors or the Trustee are named as parties because of this instrument or brought to determine the rights of any one hereunder, or the validity of the notes secured hereby, or involving the property herein encumbered.

Grantees shall not convey (convey includes sale, lease and any type of encumbrance) the property or any interest therein to any other party without first obtaining the written consent and approval of the holders hereof, which written consent of the holders hereof shall not unreasonably be withheld. Any request to convey said property or any part thereof shall be submitted in writing to Grantors with a copy of the contract together with sufficient information on the proposed conveyee that truly reflects upon the conveyee's character, financial condition, if applicable capacity to operate the property and pay the obligation, the then condition of the property which is collateral for the payment of the indebtedness, and such other information and documents required by the then holders. Grantees shall pay all costs, including attorney's fees, incurred by Grantors in making an investigation of the proposed conveyance and Grantees shall submit, with said request, a partial payment of said cost as then required by holders, before holders are required to commence any investigation. Any transfer of the property by Grantees without Grantor's approval shall be a default for which Grantors may declare immediately due and payable the entire indebtedness then due and owing, without

notice or demand, and cause the foreclosure proceedings to be conducted as herein provided.

In the event the ownership of, or any interest in the property hereby conveyed, or any part thereof, becomes vested in a person other than the Grantees, the Grantors, their successors and assigns, may, without notice to the Grantees, deal with such successor or successors in interest with reference in this instrument and the debts hereby secured, in the same manner as with the Grantees without in any way vitiating or discharging the Grantees' liability hereunder or upon the notes hereby secured. No sale of the property hereby conveyed and no forbearance on the part of the Grantors or their assigns and no extension of the time for the payment of the notes hereby secured shall operate to release, discharge, modify, change, or effect the original liability of the Grantees herein either in whole or in part unless the Grantors agree to release the Grantees from such liability.

In the event the real estate or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Grantors, and the Grantors are hereby empowered in the name of the Grantees or the Grantees' assigns to receive and give acquittance for any such award or judgment, whether it be joint or several. The entire award shall be held by the Grantors in escrow for the uses and times as herein provided.

Any insurance money and/or condemnation award paid to the Grantors and/or Trustee and held in escrow shall be subject to the provisions hereof. Provided Grantees are not in default under any of theprovisions of this Deed or in payment of any of the indebtedness herein secured then the provisions hereof will be applicable. It is the intent of the parties that loss or damage to the premises through any of the aforementioned circumstances shall not relieve the Grantees from promptly paying and performing hereunder in as full and complete manner as if such occurrence had not taken place. Within ninety (90) days after receipt of the funds held in escrow, Grantees shall furnish to the Grantors full and complete acceptable plans and specifications for the restoration of the damage and/or loss, together with a contract executed by a contractor for the restoration of the property, together with an acceptable contractor's completion and performance bond. If the contract price is equal to or less than the amount in escrow, then those funds will be committed to the contract price payable pursuant to the contract provisions and the contractor's completion and performance bond. In the event the contract price is greater than the funds held, then Grantees shall pay into the escrow fund held by Grantors and/or Trustee such excess funds in order to fully and completely cover the contractor's contract price. In the event that Grantees fail to pay into escrow any required

funds, or fail to submit said acceptable plans and specifications and a contract with an acceptable contractor's completion and performance bond within ninety (90) days from the commencement of the escrow, it shall be deemed that the Grantees do not choose to restore and all escrow money then shall be applied to the debts. In the event that a contract for restoration is signed and then Grantees default herein or in payment of the indebtedness, Grantors shall not be obligated to honor any disbursements from the escrow after default. It is the intent of the parties that the escrow money will be used first for the restoration of the property and then any excess left over shall be applied to the notes held by Grantors; and should Grantors become fully satisfied, then any escrow funds shall be the property of Grantees.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

In the event of a sale of said property under and by virtue of this trust, the said Grantees and all persons holding under Grantees shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser without notice.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

Grantees shall remain in possession of the property until default as provided for herein, and upon default Grantees warrant and covenant to promptly surrender possession of the property to the Trustee and/or Grantors as demanded. Upon prompt and faithful performance by Grantees of all of the terms hereof and payment of all indebtedness secured, the Grantors will furnish to Grantees a release hereof but the recording cost thereof shall be paid for by Grantees.

Any Trustee acting hereunder shall execute this trust without being required to give bond, and no Trustee shall be required to file any account or settlement in relation to this trusteeship.

Not withstanding any of the foregoing, the Grantees shall have the right to sell and/or dispose of that part of the personal property which, in the opinion of the Grantees, is worn out and is obsolete and needs to be replaced, provided the Grantees at the same time of any disposition of said personal property, obtains replacement items of personal property, free and clear of all liens, except as herein provided, of the same or greater value than that being disposed. Provided however in the

event the Grantees become in default hereunder, then in such event such authority to sell and/or dispose shall, without further notice, immediately cease and terminate.

If less than two join herein as Grantors or Grantees, then the pronouns and relative words referring to Grantors or Grantees, shall be read in the singular masculine, feminine or neuter as the case may be.

NAOMA H. REASONER individually joins herein for the purposes of (1) to confirm that her only interest in the property now or at any time heretofore, is that as the Administratrix of the estate of EARL HAWKINS deceased, and (2) quitclaim any of her individual interest in said property.

Grantees agree that any notice mailed to them at the motel or such other address to which Grantees have directed Trustee or Grantors to send notices, and such notice is forwarded by United States Mail, first class prepaid postage, and posted at least ten (10) days prior to such action by Trustee or Grantors, shall constitute a commercially reasonable notice to Grantees nothwithstanding that Grantees may not receive such notice, it being the intention of the parties that the Grantees are obligated to keep Trustee or Grantors supplied with a true, accurate and correct post office address at all times and without further notice.

IN WITNESS WHEREOF, the Grantors and Grantees have executed this Deed, on this the 12th day of November, 1990.

GRANTEES:

BHULABHAI C. PATEL

INDUBEN B. PATEL

GRANTORS:

CHARLES L. BURKHALTER

WILLIAM K. JONES

NAOMA H. REASONER,
Administratrix of the estate of EARL HAWKINS deceased, and as an Individual

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, CHARLES L. BURKHALTER, WILLIAM K. JONES, and NAOMA REASONER, Administratrix for the estate of EARL HAWKINS deceased, and NAOMA H. REASONER individually, the within named 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 office, this the 12th day of November, 1990.

NOTARY PUBLIC

My commission expires: 3/27/93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, BHULABHAI C. PATEL and wife, INDUBEN B. PATEL, the within named 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 office, this the 12th day of November, 1990.

NOTARY PUBLIC

My commission expires: 3/27/93

6767 11/14 0101 03CHECK 2497.70

72088

IDENTIF. TREFERENCE

Nov 14 10 07 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8236 PAGE 627

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 580000.00
MAMT ~~480000.00~~
CON TX ~~1914.00~~
MOR TX 549.70
PRFEE 1.00
WDEED 33.00
TOTAL 2497.70
CHECK 2497.70

11/14/90 01 10:07 0001 6767

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7-20888

IDENTIF. TREFERENCE

Nov 14 10 07 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 372800