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BOOK 8845 PAGE 378

This Instrument Prepared By:

THOMAS I. BOTTORFF
One Maryland Farms, Suite 102
Brentwood, Tennessee 37027
(615) 371-0800

INSTALLMENT DEED

Address New Owner:	Send Tax Bills to:	Map/Parcel:
Nashville Medical Electronics, Inc. 1622 Church St. Nashville, TN 37203	Owner	92-12-310

IDENTIFICATION REFERENCE
JAN 21 10 03 AM 93
DAVIDSON COUNTY TENN.
84890

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater for this transfer is $170,000.00.

The maximum principal indebtedness for Tennessee recording tax purposes is $136,000.00.

Affiant

Sworn to and subscribed before me this 14th day of January, 1993.

My Commission Expires: 11-20-96 Robert M. Tuff
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

****

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00) of which Thirty-four Thousand and 00/100 Dollars ($34,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining One Hundred Thirty-six Thousand and 00/100 Dollars ($136,000.00), **NASHVILLE MEDICAL ELECTRONCIS, INC.**, the Grantee herein, have executed an Installment Deed Note payable to **CLYDE W. MCCULLOUGH AND WIFE JACQUELYN E. MCCULLOUGH**, the Grantors herein, in said amount of even date herewith, due and payable according to its terms and assumable only upon permission of the holder thereof; 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, and, therefore, **CLYDE W. MCCULLOUGH AND WIFE JACQUELYN E. MCCULLOUGH** has this day bargained and sold, and does hereby transfer and convey unto the said **NASHVILLE MEDICAL ELECTRONICS, INC.**, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

> Land in the 3rd, formerly the 9th, Ward of the City of Nashville, Davidson County, TN, being Lot No. 342 on the Map of John Boyd's Home Place as of record in Book 21, page 39, Register's Office, Davidson County, Tennessee.
>
> Being the same property conveyed to Clyde W. McCullough, Jr. by Deed from Harry Wells McCullough and wife Myrna Carlynn McCullough of record in Book 7068, page 981, Register's Office, Davidson County, Tennessee.
>
> This is improved property, known as:
>
> 1622 Church St., Nashville, TN 37203

This conveyance is made subject to:

1. Real property taxes for 1993 which have been prorated between the parties and which are assumed by the Grantee herein.

2. Indebtedness to Nashville Gas Company with a current balance of $7,199.40 which is to be assumed by the Grantee herein and which is to be subordinate to the lien secured by this Installment Deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors 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 same is unencumbered except for those matters hereinabove stated.

We further covenant and bind ourselves, our heirs and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors 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 **NASHVILLE MEDICAL ELECTRONICS, INC.**, hereinafter referred to as Trustor, hereby transfers and conveys unto THOMAS I. BOTTORFF of Williamson County, Tennessee, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging to the said Trustor upon the following uses and trusts:

Trustor agrees 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 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 Trustor 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 interest at the rate of ten percent (10%) from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor 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, Trustor fails 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 (30) days from date of such demand for 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 (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 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.

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 Trustor, 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 "Trustor" when used herein shall apply to parties both singular and plural.

3333 01/21 01:01 03CHECK 800.10

JACQUELYN E. MCCULLOUGH joins in this conveyance to transfer any marital right, title or interest she may have in subject property.

Witness our hands this 14th day of January, 1993.

GRANTOR:

NASHVILLE MEDICAL ELECTRONICS, INC.

DARYL GUFFEY, PRESIDENT

GRANTEE:

CLYDE W. MCCULLOUGH, JR.

JACQUELYN E. MCCULLOUGH

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Daryl Guffey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is President of Nashville Medical Electronics, Inc. and that as such President he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this 14th day of January, 1993.

Notary Public

My Commission Expires: 11-20-96

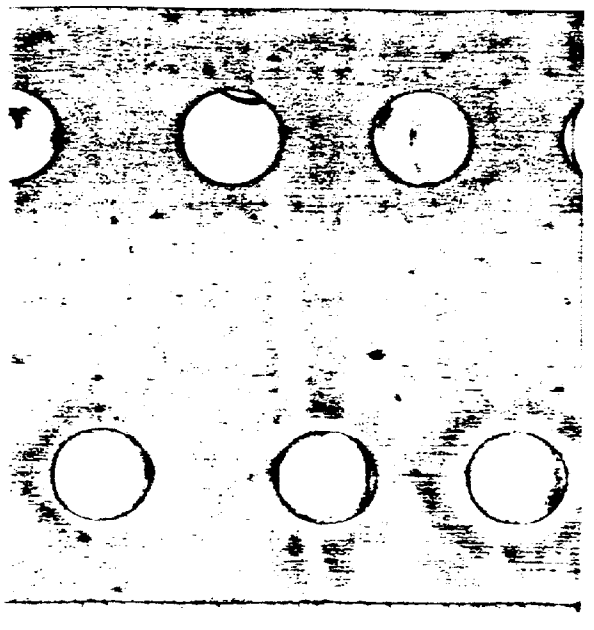
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Clyde W. McCullough, Jr. and wife Jacquelyn E. McCullough, 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 seal this 14th day of January, 1993.

Notary Public

My Commission Expires: 11-20-96



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

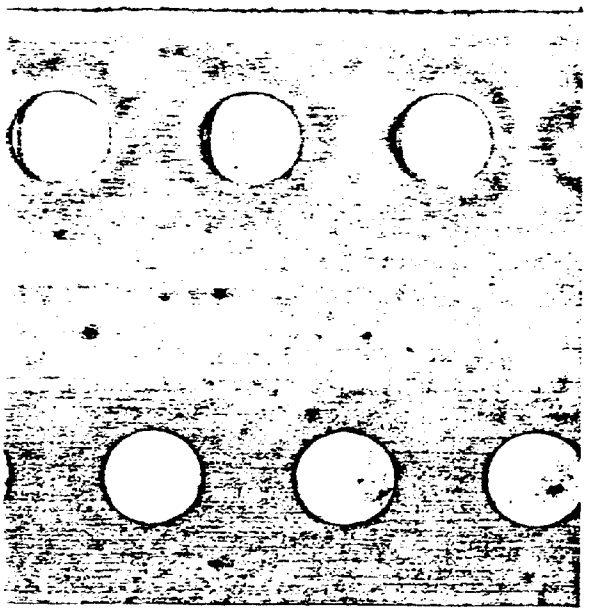
RECEIVED OF _____

FOR _____

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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



CAMT 170000.00
MAMT 136000.00
CON TX 629.00
MOR TX 154.10
PRFEE 1.00
WDEED 16.00
TOTAL 800.10
CHECK 800.10

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

84890

IDENTIFICATION REFERENCE

JAN 21 10 09 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1/21/93 01 10:02 0001 8388

No. 613123