BOOK 9732 PG 581

BM 24

OLD REPUBLIC

National Title Insurance Company
344 Fourth Avenue North
Nashville, Tennessee 37219-1611

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 28,000.00

x _____ AFFIANT

SUBSCRIBED AND SWORN TO BEFORE, THIS THE 12th DAY OF JULY, 1995

NOTARY PUBLIC AT LARGE
Douglas A. Ensce
My Commission Expires
My Commission expires:
STATE OF TENNESSEE

_____ NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
Devereaux D. Cannon, Jr., Attorney, 344 Fourth Avenue, North, Nashville, TN 37219

NAME	ADDRESS	
NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
JOHN DAVID FLYNN	Same	141-12B-109
(NAME) 107 Brixworth Law #6	(NAME)	
(ADDRESS) Nashville TN 37205	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Warranty Deed

For and in Consideration of the sum of $ 10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

THOMAS F. FRIST, SR.

hereinafter called the **GRANTORS**, have bargained and sold, and by these presents do transfer and convey unto

JOHN DAVID FLYNN, UNMARRIED

hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 87, on the Plan of Southhampton Phase V, of record in Book 6900, page 217, said Register's Office, to which reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to Thomas F. Frist, Sr., by deed from Joseph L. Lackey, Jr., as Trustee for Southhampton Estates, a Tennessee general partnership, of record in Book 9320, page 465, Register's Office for Davidson County, Tennessee.

THE PROPERTY HEREIN DESCRIBED IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTOR.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Metro taxes for 1995, which have been prorated and assumed by the Grantee.
2. Matters shown on the Plan of record in Book 6900, page 217, said Register's Office.
3. Declaration of Covenants, Conditions, Liens, easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, of record in Book 6120, page 450, amended in Book 6231, page 63, as made applicable in Book 7140, page 345, said Register's Office.

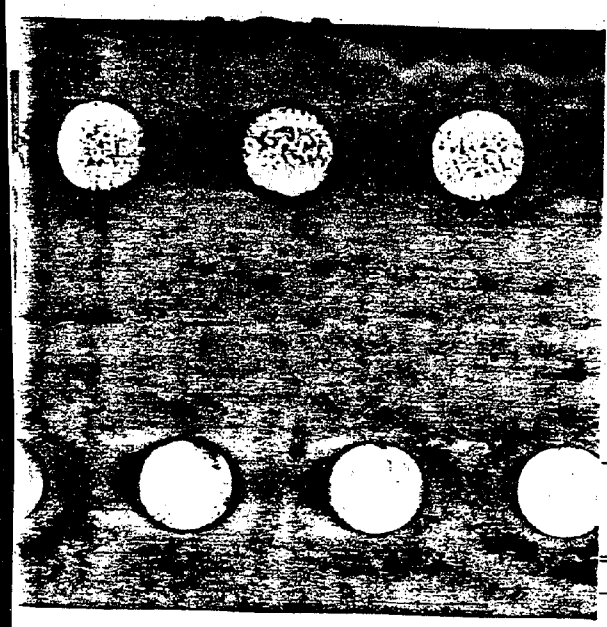
unimproved (X)
This is improved ( ) property, known as _____
(House Number) (Street) (City) (State) (Zip)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness our hands this 12th day of JULY, 19 95.

_____ _____
Thos F Frist Sr
THOMAS F. FRIST, SR.

_____ _____



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

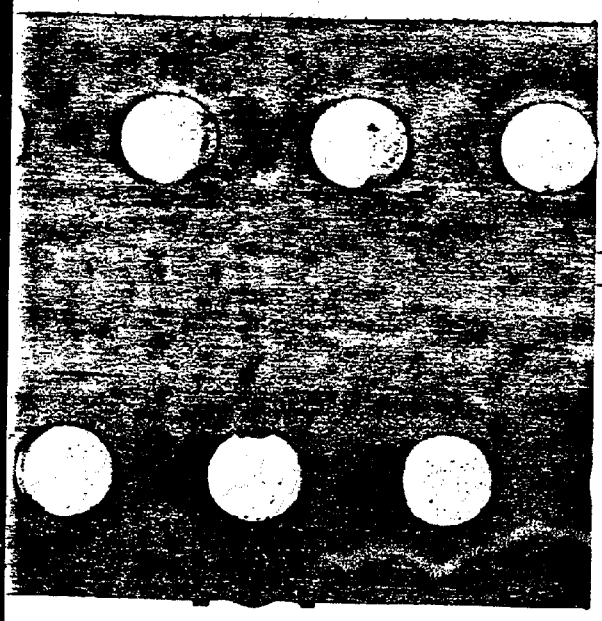
RECEIVED OF _____

FOR _____

BOOK 9732 PG 583

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	28000.00
CON TX	103.60
PRFEE	1.00
WDEED	8.00
TOTAL	112.60
CHECK	112.60

07/17/95 01 15:01 0001 1768

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

007961 3
IDENTIF. ↑ REFERENCE

95 JUL 17 PM 3:00

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 930866

Box 36

THIS INSTRUMENT PREPARED BY:
Doris Instrument Prepared By:
Ortale, Kelley, Herbert & Crawford
Third Floor, Nashville
200 Fourth Avenue North
Nashville, TN 37219-8377

FIRST TENNESSEE BANK

® Registered Service Mark owned and licensed by First Tennessee National Corporation
First Tennessee Bank National Association Member FDIC

BOOK 9732 PG 584

TENNESSEE DEED OF TRUST

CONSTRUCTION MORTGAGE

THIS INDENTURE, Made this 12 day of July , 19 95
by and between

John David Flynn, unmarried

herein called Grantor, and James M. McGrew, Jr., and Dianne C. Porter

of Franklin, Tennessee, herein called Trustee, and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, HEREIN CALLED Beneficiary.

WITNESSETH, That Grantor, in consideration of the debt and trust hereinafter created, and the sum of Ten Dollars to him in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Trustee, his successors in trust and assigns, forever, the following described real estate situated in
County of Davidson, and State of Tennessee, to-wit:

Being Lot No. 87 on the Plan of Southhampton,Phase V, as of record in Book 6900, page 217, Register's Office for Davidson County, Tennessee.

Being the same proeprty conveyed to Grantor herein by deed being filed simultaneously herewith.

THIS INSTRUMENT SECURES AMONG OTHER THINGS, AN OBLIGATION OR OBLIGATIONS INCURRED FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE HEREINAFTER DESCRIBED LAND, INCLUDING THE ACQUISITION COST OF THE LAND, AND TO THAT EXTENT, THIS INSTRUMENT CONSTITUTES A "CONSTRUCTION MORTGAGE" AS THAT TERM IS USED IN TENNESSEE CODE ANNOTATED SECTION 47#9#313(1)(c). THIS INSTRUMENT ALSO SECURES OBLIGATORY ADVANCES FOR COMMERCIAL PURPOSES, AS MORE PARTICULARLY DESCRIBED HEREIN.

95 JUL 17 PM 3:01
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
007961 4

together with (1) all the improvements now on or which may be hereafter placed on said land during the existence of this lien and all materials, equipment, furnishings, or other property whatsoever installed or to be installed or used in or about the building or buildings on said land, including but not being limited to all heating, plumbing, lighting, water-heating, cooking, refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades, awnings, blinds and linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freeholds and part of the realty conveyed herein; and (2) all tangible personal property of whatever kind and nature now or hereafter located on the aforedescribed premises, including but not limited to furniture, tools, machinery and equipment; provided, however, that this clause (2) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. All of the foregoing shall be security for the indebtedness and obligations herein mentioned.

TO HAVE AND TO HOLD The aforedescribed real estate together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Trustee, his successors and assigns, in fee simple forever, and the said Grantor does hereby convenant with the said Trustee, his successors and assigns, that he is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered except for that certain deed of trust of record as Instrument No. _____ (or in Book _____ at page _____) in the Register's Office of _____ County, Tennessee, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons whomsoever.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this Deed of Trust; and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

THIS CONVEYANCE IS MADE IN TRUST to secure to Beneficiary (1) payment of the indebtedness evidenced by a promissory note (and all renewals, extensions or modifications thereof) of even date herewith (or dated _____) in the principal sum of

NINETY-TWO THOUSAND EIGHT HUNDRED *** Dollars

($ 92,800.00), the balance of the principal sum being payable as set forth in said note.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 92,800.00.

Said note is executed by Grantor, delivered to Beneficiary and together with the interest thereon as by said note (and all