BOOK 10227 PG 359

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR (CBRJR)
3305 WEST END AVENUE
NASHVILLE, TENNESSEE 37203

QUITCLAIM DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP AND PARCELS:
SPIVA/HILL MANAGEMENT AND INVESTMENT, LLC 4121 Hillsboro Road, Suite 302 Nashville, TN 37215	SAME	Map 92-12 Parcels: 52, 53, 54, 57, 58, 59 and 60

FOR NO MONETARY CONSIDERATION, but in accordance with the provisions of a Trust Agreement dated October 15, 1996, by and between GEORGE N. SPIVA, TRUSTEE ("Grantor"), and SPIVA/HILL MANAGEMENT AND INVESTMENT, LLC, a Tennessee limited liability company ("Grantee"), a copy of which is attached hereto as Exhibit "A," and incorporated herein by this reference, Grantor has bargained and sold, and does hereby transfer and convey unto Grantee, its successors, representatives and assigns forever, all of Grantor's right, title and interest in and to certain real property in Davidson County, Tennessee, more particularly described in Exhibit "B," which is attached hereto and incorporated herein by this reference (the "Property").

This is unimproved real property.

The Property is conveyed subject to taxes, restrictions, and encumbrances as may affect the same, whether of record or not, including, but not limited to 1996 Metropolitan Nashville and Davidson County real property taxes, a lien, but not presently due and payable, which have not been prorated between the parties, but have been assumed by Grantee, all matters shown on the as-built

survey of R. L. Montoya--Land Surveying, Inc., dated September 6, 1996, for the Property, an easement for sewer across the northerly part of the Property as shown on the plans in the office of the former City Engineer for the City of Nashville, Tennessee, and the following documents between Grantor and Charlotte Pike Redevelopment Group, LLC: (i) an Easement Agreement, and (ii) a Memorandum of Option and Right of First Refusal Agreement.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed to be executed as of the 16th day of October, 1996.

GEORGE N. SPIVA, TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The consideration actually received for this conveyance as provided in T.C.A. § 67-4-409 is $0.00.

AFFIANT

SUBSCRIBED and sworn to before me this 17th day of October, 1996.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-24-98

[NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall a Notary Public in and for said State and County, the within named GEORGE N. SPIVA, TRUSTEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument with full knowledge of its contents and for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at Nashville, Tennessee, this 16th day of October, 1996.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-24-98

EXHIBIT "A"
TRUST AGREEMENT

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TRUST AGREEMENT

THIS TRUST AGREEMENT (this "Agreement") is made and entered into on this the 15th day of October, 1996, by and between SPIVA/HILL MANAGEMENT AND INVESTMENT, LLC ("Beneficiary") and GEORGE N. SPIVA, TRUSTEE ("Trustee").

R E C I T A L S:

Trustee has entered into a Purchase Agreement dated as of August 19, 1996, and an Addendum to Purchase Agreement dated as of September 27, 1996, with Pinnacle Rehabilitation, Inc. (collectively, the "Contract"), concerning the purchase and sale of certain real property located at 1919 Charlotte Avenue, Nashville, Tennessee (the "Property"). While the Contract does not specifically so provide, Trustee entered into the Contract on behalf of Beneficiary. Both Beneficiary and Trustee desire, by this Agreement, to establish their agreements and to set forth their respective rights and obligations with regard to the Contract.

THEREFORE, the parties hereto agree as follows:

1. Beneficiary agrees to provide certain funds, expertise and information necessary for Trustee to negotiate, enter into, and perform under the Contract.

2. Beneficiary hereby grants Trustee the power to take all acts necessary to negotiate, enter into, and close under the Contract, to acquire the Property, to finance the acquisition of the Property, to refinance the Property, and to dispose of the Property, including, but not limited to the following powers:

a. To execute the Contract in form and substance satisfactory to Trustee in his sole and absolute discretion;

b. To execute all documents necessary to amend the Contract;

c. To execute all documents necessary to finance the acquisition of the Property as contemplated by the Contract;

d. To execute all documents necessary to acquire the Property;

e. To execute all documents necessary to refinance the Property, including, but not limited to notes and other evidences of indebtedness, deeds of trust, security agreements, financing statements, loan agreements, and affidavits;

f. To execute all documents necessary to dispose of the Property, including, but not limited to deeds, bills of sale, affidavits, certifications, settlement sheets, and documents securing seller financing;

g. To enter into all necessary and appropriate (in the sole and absolute discretion of Trustee) agreements with third parties pertaining to the acquisition, ownership, management, and disposition of the Property, including, but not limited to management agreements, listing agreements, leases, and contracts; and

h. To enter into all documents necessary to transfer a portion of Trustee's rights under the Contract to Charlotte Pike Redevelopment Group, LLC, a Tennessee limited liability company, including, but not limited to the following documents: (i) Purchase Agreement, (ii) First Amendment to Purchase Agreement and Assignment and Assumption Agreement; (iii) Option and Right of First Refusal Agreement, (iv) Memorandum of Option and Right of First Refusal Agreement, and (v) Easement Agreement.

3. Trustee agrees to be named as a party to the Contract and to take title to the Property for the account of Beneficiary which shall retain the full beneficial interest therein at all times.

4. Any expenses incurred by Trustee in connection with this Agreement, the Contract, and his services as trustee may be deducted by Trustee from any distributions received by him with respect to the Property. Net distributions received by Trustee shall be distributed, promptly after their receipt, to Beneficiary or as Beneficiary may otherwise direct, in writing.

5. Trustee shall act with regard to the Property in accordance with this Agreement and the directions of Beneficiary. Trustee shall incur no obligation or liability to Beneficiary for actions taken in good faith by Trustee in reliance upon this Agreement and the directions of Beneficiary. Trustee may, but shall not be required to, request the written authorization of Beneficiary before taking any action contemplated by this Agreement.

6. Beneficiary shall indemnify and hold harmless Trustee from all loss, liability, and exposure by reason of claims of third parties for any matter whatsoever having to do with legal title to the Property.

7. Beneficiary may, at any time and from time to time, with or without cause, in the sole and absolute discretion of Beneficiary, remove Trustee herein named and appoint a successor to execute the provisions of this Agreement. This removal shall be

accomplished by written instrument duly executed by Beneficiary and delivered to Trustee. Upon the execution and delivery of this instrument, the successor trustee named therein shall succeed to the rights of Trustee in and to the Property, without the necessity of executing or delivering any further documents or instruments.

8. Trustee may resign as trustee hereunder at any time upon not less than ten (10) days' prior written notice to Beneficiary. Upon the delivery of such notice, Beneficiary shall be obligated to appoint a successor trustee as provided above.

9. Upon request by Beneficiary, which may be either written or oral, Trustee shall convey the Property, or any portion of the Property then held by Trustee hereunder, to Beneficiary by a quitclaim deed, subject to all taxes, encumbrances and matters of record, to be recorded in the Register's Office for Davidson County, Tennessee. Thereafter, this Agreement shall terminate, and Trustee shall have no further duties or obligations hereunder.

10. Any third party, including, but not limited to sellers of the Property, purchasers of the Property, and title insurers may rely on this Agreement without the necessity of obtaining the consent or approval of Beneficiary for actions taken by Trustee.

11. Beneficiary hereby ratifies all actions previously taken by Trustee with respect to the Contract and the transactions contemplated thereby, including, but not limited to all executions, deliveries, waivers and consents.

IN WITNESS WHEREOF, Beneficiary and Trustee have either executed or caused this Agreement to be executed effective as of the date first above written.

BENEFICIARY:

SPIVA/HILL MANAGEMENT AND INVESTMENT, LLC

BY: _____
George N. Spiva, Chief Manager

TRUSTEE:

_____
GEORGE N. SPIVA, TRUSTEE

EXHIBIT "B"
LEGAL DESCRIPTION

Parcel II

Tract 1

BEING a tract of land situated in the First Civil District of Davidson County, Tennessee, and being Lots 90, 91 and 92 of the Plan of Murphy Land Company, Division "B," as of record in Plat Book 161, Pages 126 and 127, Register's Office for Davidson County, Tennessee, and being a portion of Alley No. 900, as closed by Metro Council Bill No. 86-1545, and being more particularly described according to a survey made by R. L. Montoya-Land Surveying, Inc., dated September 6, 1996, as follows:

BEGINNING at an iron rod in the easterly margin of Twentieth Avenue, North and being the southwest corner of said Lot 90; thence with said margin of Twentieth Avenue, North, North 26° 14' 48" West 150.0 feet to an iron rod also being the northwest corner of Lot 92; thence leaving said margin North 63° 44' 35" East 191.84 feet to an iron rod in the center of Alley No. 900 (closed) and also being the most northerly corner for this tract; thence with the center of said closed Alley No. 900, South 26° 14' 10" East, 150.02 feet to a railroad spike being common to the northeast corner of the Doctor's Pavilion, Ltd. property as evidenced in Book 5955, Page 2, said Register's Office; thence with a common line to Doctor's Pavilion, Ltd. property and Lot 90, South 63° 44' 54" West 191.81 feet to the point of beginning, containing 28,774.8 square feet, or 0.66 acres, more or less, according to said survey.

BEING part of the property conveyed to Therapeutic Consultants, Inc. by a deed from J.J.R.A.M.C., Inc., as of record in Book 7491, Page 966, said Register's Office. By Articles of Amendment to the Charter of Therapeutic Consultants, Inc., of record in Book 8219, Page 710, said Register's Office, Therapeutic Consultants, Inc. changed its corporate name to Pinnacle Rehabilitation, Inc.

Tract 2.

BEING a tract of land situated in the First Civil District of Davidson County, Tennessee, being Lots 5, 6 and 7 of Peter A. Cartwright's Subdivision of record in Plat Book 57, Page 128, Register's Office for Davidson County, Tennessee, and being a portion of Alley No. 900 as closed by Metro Council Bill No. 86-1545, and being more particularly described according to a survey made by R. L. Montoya-Land Surveying, Inc., dated September 6, 1996, as follows:

BEGINNING at an iron rod in the northerly margin of Cartwright Street and being the southeasterly corner of Lot 7 of said Cartwright Subdivision; thence, with said margin South 63° 44' 17" West 158.19 feet to an iron rod in the center of Alley No. 900 (closed); thence with the center of said alley North 26° 14' 10"

West 148.51 feet to an iron rod; thence leaving the center of Alley No. 900 and running with the southerly margin of Alley No. 888, North 63° 42' 59" East 158.87 feet to an iron rod being the common corner of Lot 7 and the Enoth Jones, et ux, property as of record in Book 7759, Page 312, said Register's Office; thence running with a common line to Lot 7 and the Jones property South 25° 58' 40" East 148.57 feet to the point of beginning containing 23,547.3 square feet, or 0.54 acres, more or less, according to said survey.

BEING the same property conveyed to Therapeutic Consultants, Inc., by deed from R. Ashton Francis, a/k/a Rupert Francis, M.D., of record in Book 7464, Page 290, said Register's Office and by deed from Theodore R. Ensley, Jr., et ux, et al, of record in Book 7464, Page 287, said Register's Office. By Articles of Amendment to the Charter of Therapeutic Consultants, Inc., of record in Book 8219, Page 710, said Register's Office, Therapeutic Consultants, Inc. changed its corporate name to Pinnacle Rehabilitation, Inc.

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