PREPARED BY W.G. TRABER, ATTORNEY, 2525 LEBANON ROAD, NASHVILLE, TENNESSEE

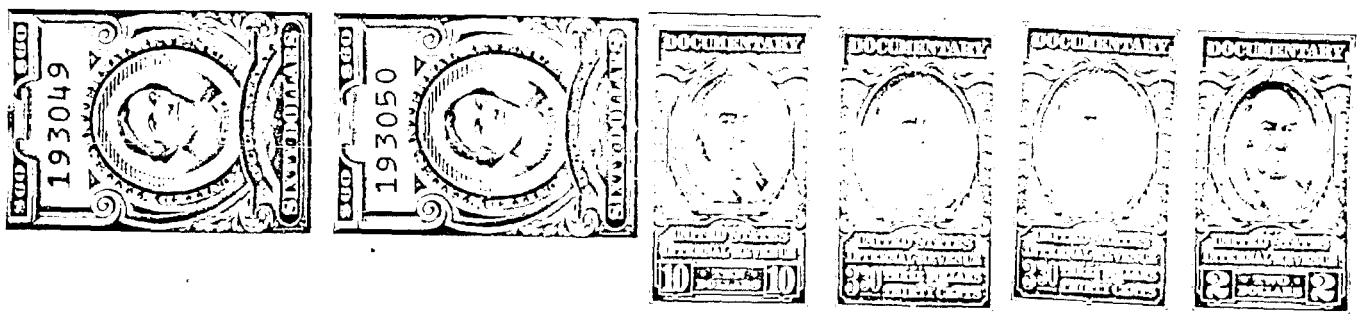
INSTALLMENT DEED

FORM 1008

BOOK 4101 PAGE 72

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J.R. Freeman, Trustee	Same	Map 64
(NAME:)	(NAME:)	Pc Par 24-29
2517 Lebanon Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37214		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Six Thousand Seven Hundred Sixty Five and No/100 ($126,765.00)---------- DOLLARS of which $ 11,765.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees promise to pay to the order of Jackson Square Development Co., Inc. the principal sum of One Hundred Fifteen Thousand and No/100 Dollars ($115,000.00) im annual installments as follows: On the 31st day of December, 1967 the sum of $12,500.00 and thereafter a like amount on the 31st day of December of each succeeding year and thereafter the remaining balance of said principal sum on the 31st day of December, 1971.



and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expresaly retained on the land herein conveyed,

Jackson Square Development Co., Inc.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto J.R. Freeman, Trustee, with full power to sell, transfer, convey, mortgage, or encumber, without the joinder of any beneficiary, his successors in trust,

herein called grantees, ~~their~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee, being Tract No. 2 as shown on a survey made by Hickerson & Pleasant Engineers, dated February 4, 1967.

Starting at a point 952.1 feet north of the northeast corner of Shute Lane and Lebanon Road, thence north 3° 23' east a distance of 1670.4 feet along the margin of Shute Lane to a point; thence south 85° 37' east a distance of 2549.8 feet to a point; thence south 4° 20' west a distance of 189.2 feet to an iron pin; thence north 85° 37' west a distance of 432.7 feet to an iron pin; thence south 2° 30' east a distance of 1452.0 feet to a point; thence north 86° 37' west a distance of 2262.6 feet to the point of beginning and containing 84.51 acres.

Being part of the same property conveyed to Jackson Square Development Co., Inc. by Installment Deed from Stella C. Baker, as of record in Book 3976, page 65, and from Gilbert S. Merritt, Jr. and Angie Cantrell Merritt, of record in Book 3976, page 63, Register's Office for Davidson County, Tennessee.

The grantors herein, Jackson Square Development Co., Inc. hereby convey an easement across the property of record in Book 3976, page 63, beginning at *(Over)

This is unimproved (X) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs 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 the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto W.G. Traber Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree 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 sum of $ _____ until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, 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 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1 day of Feb 19 67.

J. Henry Jackson Development Co. Inc.
by Robert E. Baker Pres.
Grady Jackson Jr. Sec.
J. R. Freeman Trustee

Lebanon Road approximately 200 feet west of grantors easterly boundary, and running northerly for a distance of 390 feet ± to the southerly boundary of the property conveyed hereinabove to the grantees.* Grantors further agree to dedicate a right-of-way for Old Hickory Boulevard Ext., if an when construction on said extension is ready to start. Said right-of-way shall have a maximum width of 80 feet and 60 feet radius at the intersection of Lebanon Road. *Said easement to align with, and be an extension of, the proposed Old Hickory Boulevard.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me William G. Traber, a Notary Public in and for said County and State, the within named J. R. Freeman, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn. this 1 day of Feb. 1967

Commission Expires Mar. 4, 1969 William G. Traber Notary Public.

STATE OF Tennessee
Davidson County

STATE TAX $ 190.15
PROBATE .50
TOTAL $ 190.65

Before me, William G. Traber a Notary Public within and for the State and County aforesaid, personally appeared Robert E. Baker and Grady Jackson, Jr. with whom I am personally acquainted and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the President and Secretary respectively of the Jackson Square Development Co. Inc., the within named bargainor, a corporation, and that {he / they} as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Robert E. Baker as such President and attesting the same by the said Grady Jackson Jr. as such Secretary.

WITNESS my hand and official seal at office at Nashville Tennessee on this the 1 day of Feb. 1967

My commission expires Mar. 4, 1969 William G. Traber Notary Public

FEB 9 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 9 - 1967
C1

INSTALLMENT DEED

FROM
JACKSON SQUARE DEVELOPMENT CO., INC.

TO
J.R. FREEMAN, TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

6 0 1 0 4

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 9 9 16 AM '67
NOTE BOOK 115 PAGE 739
RECORDING FEE $ 2.25
DEP. REG.

STATE TAX $ 1.13
PROBATE .50
TOTAL $ 1.63

FEB 9 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 9 - 1967
C1