DEED PREPARED BY JAMES R. MCKINNEY, ATTORNEY, MADISON, TENNESSEE

INSTALLMENT DEED

FORM 1002

BOOK 4358 PAGE 47

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
SPACE PARK, INC. (NAME)	SAME (NAME)	Map 133 Par. 52-10.2
3018 Ambrose (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 134 Par. 1-34-32-2
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Six Hundred Thousand and no/100 ($600,000.00) DOLLARS

of which $ 100,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an Installment Deed Note to Henry Horrell and wife, Kathleen B. Horrell in the sum of $500,000.00. Said note shall bear interest at the rate of eight (8%) per cent per annum with said interest to be due and payable on an annual basis. It is agreed by the Grantors that for the sum of $6,500.00 per acre paid toward the principal of said note, the lien herein retained will be released on said acre lot. This note will be due and payable in full on or before Seven (7) years from date.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 500,000.00 Affiant Sylvia Palmer

Subscribed and sworn to before me this 15th day of Oct. 1969

Deputy Register

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 expressly retained on the land herein conveyed,

Henry Horrell and wife, Kathleen B. Horrell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Space Park, Inc., a Tennessee Corporation

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

A tract of land in the 2nd and 5th Civil Districts of Davidson County, Tennessee, and more particularly described as follows:

Beginning at an iron pin in the north margin of Antioch Pike, a 60 foot right-of-way, being the center of a 16' Lane and approximately 1331 feet east of the intersection of the North margins of I-24 and Antioch Pike.

With the northerly margin of Antioch Pike, the following calls: North 74° 00' West a distance of 639.3' to an iron pin; thence, North 16° 00' East a distance of 25.0' to an iron pin; thence, North 74° 00' West a distance of 310.0' to an iron pin; thence, North 16° 00' East a distance of 30.0' to an iron pin; thence, North 74° 00' West a distance of 382.2' to a point in the easterly margin of Interstate Highway 24; thence, with said margin and fence North 39° 02' West a distance of 166.4' to a point; thence, continuing with said margin and fence North 34° 39' West a distance of 1,045.4' to a point of curve; thence, northwesterly with a 4,762 foot radius curve left, a distance of 651.1' to a point; thence, with the meanders of Mill Creek, generally North 35° 24' East a distance of 615.0' to a point; thence, North 15° 36' East a distance of 893.2' to a point; thence, leaving Mill Creek South 77° 25' East a distance of 155.0' to a concrete monument; thence, South 84° 15' East a distance of 69.5' to a concrete monument in the southerly right-of-way of the Louisville & Nashville Railroad; thence, with said right-of-way South 19° 26' East a distance of 507.8' to a concrete monument; thence, continuing with said margin South 19° 26' East a distance of 328.1' to a concrete monument and point of curve; thence, southeasterly with a 2,349.9 foot radius curve left a distance of 1,201.0' to a point; thence, South 48° 43' East a distance of 1,141.1' to a point; thence, leaving right-of-way of the Louisville and Nashville Railroad South 19° 03' West a distance of 546.6' to an iron pin; thence, South 19° 37' West a distance of 209.0' to the point of beginning and containing 81.0 acres, more or less, as per survey by Turner Engineering Co., Inc. dated August 7, 1969.

A tract of land in the 5th Civil District of Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the centerline of Mill Creek located in the northerly right-of-way of Louisville & Nashville Railroad and being 3,115 feet, more or less, southeasterly from Mile Post C-145, N-6 and proceeding as follows:

With the centerline of Mill Creek as follows: South 87° 57' East a distance of 100.9' to a point; thence, North 73° 01 30" East a distance of 386.8' to a point; thence, South 68° 48' East a distance of 150.0' to a point; thence, South 76° 11' East a distance of 249.9' to a point; thence, South 66° 09' East a distance of 290.0' to the intersection of Mill Creek and a drain; thence, with said drain South 31° 27' West a distance of 365.1' to an iron pin; thence, South 35° 58' West a distance of 288.0' to the northerly right-of-way of said railroad; thence, with said right-of-way North 48° 43' West a distance of 1,010.0' to the point of beginning and containing 9.6 acres, more or less, as per survey by Turner Engineering Co., Inc. dated August 7, 1969.

Being a part of the same property conveyed to Henry Horrell and Wilson Brazelton d/b/a B. & H. Development Company, by deed from E. C. Vinson et ux, Mary Y. Vinson of record in Book 4162, page 287, Register's Office for Davidson County, Tennessee, and Charles R. H. Floyd and W. E. Porter Floyd of record in Book 4221, page 888, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Henry Horrell, by deed of record in Book 4344, page 423, Register's Office for Davidson County, Tennessee.

AUG 15 CONV 600,000.00
AUG 15 MORT'G 500,000.00
AUG 15 S'TAX A* 1,560.00
AUG 15 S'TAX A* 498.00
AUG 15 PR'FEE A* .50
AUG 15 W'DEED A* 4.50 * 2,063.00

This is improved ( ) unimproved ( ) 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 John Cobb, Jr., 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 $ none 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 15 day of August 1969.

Henry Horrell

Kathleen B. Horrell

SPACE PARK, INC.

BY: James R. McKinney, Vice Pres.

ATTEST: John T. Dugger Jr. Sec'y-Treas.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, IRENE PETTUS, a Notary Public in and for said County and State, the within named HENRY HORRELL and wife, KATHLEEN B. HORRELL, the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 15th day of August 1969

Commission Expires April 15, 1971 Irene Pettus Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared James R. McKinney and John T. Dugger, Jr., with whom I am personally acquainted and who upon ~~his oath~~ their several oaths acknowledged ~~himself~~ themselves to be the Vice-President and Secretary-Treas. respectively of the SPACE PARK, INC. the within named bargainor, a corporation, and that ~~he~~ they as such Vice-President and Secretary-Treasurer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said James R. McKinney as such Vice-President and attesting the same by the said John T. Dugger, Jr. as such Secretary-Treasurer

WITNESS my hand and official seal at office at Nashville, Tenn. on this the 15 day of August 1969

My commission expires April 15, 1971 Irene Pettus Notary Public

INSTALLMENT DEED

FROM Henry Horrell and wife, Kathleen B. Horrell

TO Space Park, Inc.

MADISON TITLE COMPANY
Titles Guaranteed
Madison, Tenn.

A 5 1 0 3 8

IDENTIF. REFERENCE

AUG 15 3 39 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RETURN TO: Gail Pigg, Attorney