This instrument was prepared by the
law office of Barksdale, Whalley, Leaver,
Gilbert and Frank

BARKSDALE, WHALLEY, LEAVER, GILBERT AND FRANK
ATTORNEYS
SEVENTH FLOOR
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

BOOK 4400 PAGE 544

ADDRESS NEW OWNER AND
SEND TAX BILLS TO:

C & S BUILDERS, INC.
Stahlman Building
Nashville, Tennessee 37201

IDENTIF. REFERENCE
MAR 2 10 12 AM '70
FELIX A. DALLOSTA, REGISTER
DAVIDSON COUNTY, TENN.

A 6 9 8 4 0

Lot No. 10, Parcel 9D 26395, Map 142-11-69.
Lot No. 13, Parcel 9D 26125, Map 142-11-73.
Lot No. 16, Parcel 9D 24405, Map 142-11-76.
Lot No. 17, Parcel 9D 25970, Map 142-11-77.
Lot No. 19, Parcel 9D 25980, Map 142-11-79.
Lot No. 20, Parcel 9D 25985, Map 142-11-80.
Lot No. 50, Parcel 9D 27805, Map 142-7-3.
Lot No. 51, Parcel 9D 27810, Map 142-7-2.
Lot No. 53, Parcel 9D 27815, Map 142-11-5.
Lot No. 57, Parcel 9D 23900, Map 142-11-11.
Lot No. 58, Parcel 9D 24745, Map 142-11-10.
Lot No. 85, Parcel 9D 23945, Map 142-11-37.
Lot No. 86, Parcel 9D 23950, Map 142-11-38.
Lot No. 95, Parcel 9D 26625, Map 142-11-47.
Lot No. 98, Parcel 9D 26610, Map 142-11-50.
Reserved Parcel B, Parcel 9D 24715, Map 142-7-4.
Reserved Parcel C, Parcel 9D 24920, Map 142-11-13.
Reserved Parcel G, Parcel 9D 25990, Map 142-11-70.

FOR AND IN CONSIDERATION of the sum of FIFTY-FIVE THOUSAND and NO/100 ($55,000.00) DOLLARS, of which ONE THOUSAND and NO/100 ($1,000.00) DOLLARS has been paid in cash, and for the remainder C & S BUILDERS, INC., has executed and delivered its promissory note payable in one installment, said installment being due and payable sixteen (16) months after the date hereof, providing for the payment of no interest through the first eight (8) months, with interest at the rate of ten (10%) per cent per annum for the final eight (8) months of said period, for the payment of attorney's fees and all costs of collection and to secure payment of said note and attorney's fees, a lien is retained on the land herein conveyed, the undersigned MEG Co., a Tennessee corporation, has this day bargained and sold and by these presents does transfer and convey unto C & S BUILDERS, INC., its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lots Nos. 10, 13, 16, 17, 19, 20, 50, 51, 53, 57, 58, 85, 86, 95 and 98, and Reserved Parcels "B", "C", and "G", on the Plan of Valley West, Section 2, as of record in Book 3600, page 86, Register's Office for said County, to which plan reference is here made for a more particular description of said lots, and Reserved Parcels.

MAR-2P	CONV	55,000.00		
MAR-2P	MORTG	54,000.00		
MAR-2P	STAX		A* 143.00	
MAR-2P	STAX		A* 52.00	
MAR-2P	PRTFEE		A* .50	
MAR-2P	WDEED		A* 9.00	* 204.50

BEING part of the same property conveyed to MEG Co., a Tennessee corporation, by deed from Eugene Pargh, et al, of record in Book 3785, page 275, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate with the appurtenances, title and estate and interest thereto belonging to the said C & S BUILDERS, INC., its successors and assigns, forever.

MEG Co., covenants that it is lawfully seized and possessed of said real estate in fee simple; has a good right to convey it and that the same is unencumbered except for restrictive covenants of record in Book 3833, page 789, and Book 3838, page 501, Register's Office for Davidson County, Tennessee; matters shown on the Plan of record in Book 3600, page 86, said Register's Office; and, Metro taxes for 1970.

MEG Co., further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to the said C & S BUILDERS, INC.,, 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 the said lien note and rendering unnecessary court proceedings for the enforcement of said lien in the event of nonpayment of said note on maturity, as hereinafter provided, and for the consideration of One and No/100 ($1.00) Dollar, to it paid, C & S BUILDERS, INC., does hereby transfer and convey unto John D. Whalley, Trustee, his successors and assigns, the real estate hereinabove described with the appurtenances, estate, title and interest thereto belonging, for the aforesaid purposes only.

C & S BUILDERS, INC., further agrees to pay all taxes and assessments thereon and to pay them when due. In case said C & S BUILDERS, INC., fails to pay the taxes required as aforesaid, then the Trustee, or the lawful owners and holders of said note, may pay

the same and charge or treat the sum or sums so expended as a part of the indebtedness secured herein, the same to bear interest at the rate of ten (10%) per cent from the date of such payment. In case the Trustee or his successor in trust, or the lawful owners and holders of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this lien or the terms hereof, or to defend the title or possession of the property, or the lien of this instrument, or to appear in any court to prove the above indebtedness, all costs and expenses for such appearance or proceedings, together with reasonable attorney's fees, shall be allowed and if paid by the Trustee, or the lawful owners and holders of said indebtedness, shall bear interest at the rate of ten (10%) per cent from the date of payment and shall become part of the indebtedness secured hereby.

Now, if C & S BUILDERS, INC., shall pay the note aforesaid when due according to its terms and pay the taxes, as aforesaid, then this trust conveyance shall be of no further force and effect, but if the said C & S BUILDERS, INC., shall fail to pay said note promptly at maturity, or failing to pay taxes as herein provided, fails to reimburse the Trustee, or the lawful owners and holders of said note, for all sums with interest so expended by said Trustee, or the lawful owners and holders of said note, within thirty (30) days from the date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owners and holders of said note all the indebtedness hereby secured shall become due and payable at once without notice. The said Trustee, or his successor or successors 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 south 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 exceptions of every kind which are hereby expressly waived, and the said Trustee, or his successor or successors 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 payment of said note enter and take possession of said property and shall account only for the net receipts 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 the case of sale hereunder, the proceeds shall 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 installments on the note 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 C & S BUILDERS, INC., its successors and assigns.

In the case of the death, absence, inability or refusal to act, of said Trustee at any time when action under the foregoing power and trust may be required, the lawful owners and holders of said lien note are hereby authorized and empowered to appoint and name 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, authority and power herein conveyed to John D. Whalley, Trustee, shall be vested in said successor.

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.

MEG Co., has agreed to release from the lien of this instrument any lot or lots as requested by C & S BUILDERS, INC., upon the payment of the sum of FIVE THOUSAND and NO/100 ($5,000.00) DOLLARS, each.

MEG Co., has made and does hereby make, constitute and appoint Tynon M. Roberts its true and lawful attorney in fact for it and in its name and stead to execute of record in the office of the Register of Davidson County, Tennessee, an entry of release and satisfaction of the lien retained herein upon the payment to him of the sums as provided hereinabove and MEG Co., does hereby ratify and confirm said releases when so made in its name by said attorney in fact as fully and to the same extent as if the same had been executed by an officer of the corporation.

IN WITNESS WHEREOF, the parties have hereunto caused their respective corporate names to be signed by the duly authorized officers this 19 day of February, 1970.

MEG Co.

By: Eugene Pargh, President

ATTEST:

Secretary

C & S BUILDERS, INC.

By: John E. Cain III, Pres.

STATE OF TENNESSEE]
:
COUNTY OF DAVIDSON]

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Before me, Nancy Edwards, a Notary Public in and for said County and State aforesaid, personally appeared Eugene Tarpley and Gerald Averbuch, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of MEG Co., the within named bargainor, a corporation, and 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 themselves as President and Secretary.

WITNESS MY HAND and seal at office in Nashville, Tennessee, this 19th day of February, 1970.

Nancy Edwards
NOTARY PUBLIC

My commission expires:
January 21, 1971

* * * * * * *

STATE OF TENNESSEE]
:
COUNTY OF DAVIDSON]

Before me, Robert David Ludwick, a Notary Public of the State and County aforesaid, personally appeared John E. Cain III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of C & S BUILDERS, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS MY HAND and seal at office in Nashville, Tennessee, this 20th day of February, 1970.

Robert David Ludwick
NOTARY PUBLIC

My commission expires:
January 24, 1973

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value whichever is greater, for this transfer is $55,000.00

Affiant

Subscribed and sworn to before me, this the 25th day of February, 1970.

Notary Public

My commission expires: