FROM: RAYMOND L. BARRETT, CLERK & MASTER
CHANCERY COURT, NASHVILLE, TENN.

TO: HIPPODROME REALTY, INC.

This Instrument Prepared by:
BAILEY, EWING, DALE & COOPER, Attys.
709-20 Nashville Bank & Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 4418 PAGE 394

The actual consideration or value whichever is greater, for this transfer is $325,000.00.

Robt. E. Jr. Estes
Affiant

Subscribed and sworn to before me, this the 18th day of May, 1970.

Leander D. Cox
Notary Public

My comm. expires: July 3-1974

Address New Owner as follows	Send Tax Bills to:	Map-Parcel Nos.
Hippodrome Realty, Inc. 1212 Broadway Nashville, Tennessee 37203	Same	11 D 22450

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Three Hundred Twenty-Five Thousand Dollars ($325,000.00), of which Eighty-one Thousand, Two Hundred Fifty Dollars ($81,250.00) has been paid in cash by Hippodrome Realty, Inc. [Ten Thousand Dollars ($10,000.00) of said cash having been paid to Morris F. Estes, Realtor,and Seventy-One Thousand, Two Hundred Fifty Dollars ($71,250.00) in cash to the Clerk & Master, of the Chancery Court at Nashville, Tennessee], the receipt of which is hereby acknowledged, and for the remainder of Two Hundred Forty-three Thousand, Seven Hundred Fifty Dollars ($243,750.00), Hippodrome Realty, Inc., a Tennessee corporation, has executed its Installment Note payable to said Clerk & Master of the Chancery Court, in four (4) equal annual installments of principal of Sixty Thousand, Nine Hundred Thirty-seven and 50/100 Dollars ($60,937.50) each, the first installment being payable on one year from the date hereof, and succeeding installments on two, three and four years thereafter, together with interest at the rate of six percent (6%) per annum from said date on the entire unpaid balance, payable on each annual payment date, all as provided in the Decree of said Chancery Court, Part One, at Nashville, Tennessee, entered April 13, 1970, in Minute Book 198, page 362, in the case wherein Roy Warden, et al, are Complainants, and W. W. Berry, Trustee, et al, are Defendants, Rule No. 92519; and said Note providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, with the exception of the portion

thereof hereinafter noted, and in pursuance of the said Decree of the Chancery Court, the undersigned, Raymond L. Barrett, Clerk & Master, has this day by these presents, transferred and conveyed to Hippodrome Realty, Inc., a Tennessee corporation, its successors and assigns, as directed by W. W. Berry, Trustee, certain real estate in the Old 11th Civil District of Davidson County, Tennessee, described according to a survey by Turner Engineering Company, Inc., dated September 30, 1969, as follows:

> Beginning at a concrete monument in the westerly right of way line of the Gallatin Pike, the southeast corner of the property involved and the northeast corner of property belonging to Mrs. Ermine Davis Monroe; thence North 88° 34' 50" west 303.48 feet to a concrete monument in the easterly right of way line of the Louisville and Nashville Railroad; thence, following the same course, 100 feet, crossing the Louisville & Nashville Railroad right of way, to a bolt by a corner post; thence following the same course 726 feet to a concrete monument; thence, following the same course, 473.33 feet to a concrete monument; thence south 1° 53' east 493.33 feet to a concrete monument; thence north 89° 18' west 1,434.23 feet to an eight-inch hackberry; thence north 2° 47' 20" west 898.44 feet to an iron pin in concrete; thence north 0° 25' 06" west 1,011.45 feet to a concrete monument; thence, south 89° 30' east 1395 feet to a point 64.27 feet beyond a concrete witness monument; thence south 59° 00' east 50 feet to a point; thence south 70° 00' east 184.00 feet to a point; thence south 78° 00' east 278.00 feet to a point in or by the creek; thence, north 83° 16' east 237.95 feet to a concrete monument; thence, south 33° 27' east 158.29 feet to a concrete monument; thence south 72° 07' east 136.75 feet to a fifteen inch hackberry; thence south 49° 19' east 282.79 feet to an iron pin in concrete; thence south 88° 46' east 109.32 feet to a concrete monument in the west right of way line of the Louisville & Nashville Railroad; thence, following the same course, 100 feet, crossing the Louisville & Nashville Railroad, to a concrete monument; thence, following the same course 533.83 feet to a corner post in the westerly right of way line of the Gallatin Road; thence, with said westerly right of way line of Gallatin Road, south 12° 56' 21" west 993.21 feet to the point of beginning, containing in all 106.57 acres more or less, exclusive of the area contained within the right of way of the Louisville & Nashville Railroad crossing said property.
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> Being the same property described in an Agreement of Division of Properties by the heirs and devisees of William T.Davis, deceased, recorded January 9, 1963, in Book 3499, page 319, Register's Office for Davidson County, Tennessee, and devised by Will of said William T. Davis, of record in Will Book 40,page 277.

In pursuance of said Decree this conveyance is subject to reservation of a five-acre tract, containing the William T. Davis Homeplace and the right of way from the Gallatin Road to said tract,

and the right-of-way to the Leland T. Davis property in the rear, as set out in the Report of the Clerk & Master confirmed by said Decree of record in Minute Book 198, page 362, and in the Contract of Sale as follows:

> "A tract containing five (5) acres more or less of area, which would be bounded on the east by the southern 300 feet of the westerly railroad right-of-way boundary line located within the William T. Davis farm property, and which tract would be 300 feet in width extending back from said westerly railroad right-of-way boundary line along the southerly boundary of said Davis property, a distance sufficient to make a tract of five (5) acres, and containing the family residence or homeplace and the appurtenant buildings. Upon the death of the parties entitled to the benefit of this reservation, or upon abandonment by them of the use of said reserved property, same will become the property in fee of the Buyer, its successors or assigns. The road to the reserved property from the Gallatin Pike can be relocated by Buyer, provided there is reserved a 25 foot wide right-of-way, and a roadway thereon comparable in quality and width to the existing roadway affording access to and use of the present bridge across the L & N Railroad to and from the reserved property is constructed in lieu thereof at the expense of Buyer. And provided, further, that a right-of-way 25 feet in width along the south boundary of the said William T. Davis farm property shall be reserved to the use of the said occupants of the reserved property for access to the property owned by Seller, Leland T. Davis, during the term of said reserved or life estate";
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> Said property is improved with residence and outbuildings; and the improvements located within the reserved five (5) acre tract will be kept insured by the occupants for not less than $14,000.00 with the occupants and Buyer as assureds. The persons entitled to the reserved estate and easements are Mrs. Ermine Davis Monroe and Leland T. Davis.
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> Said conveyance is also subject to the following easements:
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> To the permanent easement and right-of-way vested in the United States of America for the use of the Tennessee Valley Authority by decree of United States District Court, as recorded in Book 3281, page 39, Register's Office for Davidson County, Tennessee;
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> An easement granted Louisville & Nashville Railroad Company by grant from W. T. Davis, et al, of record in Book 362, page 227, said Register's Office, and an agreement between T. B. Davis, et al, and Louisville & Nashville Railroad Company, of record in Book 382, page 434, said Register's Office.
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> This conveyance includes any sewer tap or taps owned by Sellers for use in connection with the described property, reserving the right of use thereof to the reserved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hippodrome Realty, Inc., a Tennessee corporation, its successors and assigns, forever.

And the said Raymond L. Barrett, Clerk & Master, in pursuance of the aforesaid Decree approving the Contract of Sale, has executed this deed in conformity therewith on behalf of all persons having interests and shares in the property herein conveyed, extending to the grantee such warranties and covenants as the grantor herein may lawfully make for said owners under said decree, and no further or otherwise.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Hippodrome Realty, Inc., a Tennessee corporation, hereinafter referred to as trustor, hereby transfers and conveys unto Raymond L. Barrett, Clerk & Master, as Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, (except the north half of the frontage on the Nashville-Gallatin Pike running back to the L & N Railroad right-of-way to which this trust conveyance does not apply), upon the following uses and trusts:

Except as provided hereinabove with respect to improvements on the reserved five-acre tract, trustor agrees to keep all buildings [redacted] hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the reasonable, fair insurable value, until the indebtedness herein secured is 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 owners or holders of said indebtedness as their interests may appear under the aforesaid decree of the Chancery Court.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed

against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements hereafter erected on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear ten (10) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Upon payment to the Clerk & Master, as Trustee under this deed and in accordance with the decrees of the Chancery Court, of a total of sixty (60) percent of the purchase price, the said Clerk & Master as Trustee is hereby authorized and directed to release the remainder of the frontage on the Gallatin Pike as contemplated by the Contract of Sale, on request of the purchaser, its successors or assigns. And upon the payment in full of all of the deferred purchase price, said Clerk & Master as Trustee will execute and record a full release of the vendor's lien and trust conveyance under this installment deed.

Now, if trustor shall pay the indebtedness when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due

and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon directions of the Chancery Court in the cause wherein this sale has been approved, and 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents 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 case of sale hereunder, the proceeds will be applied by the trustee, subject to the orders of said Chancery Court, 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 indebtedness 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 trustor, its order, its successors 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 his successor in office as Clerk & Master shall be authorized to act in his place and stead, and the title herein and powers conveyed to the above named trustee shall be vested in said successor.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed

hereto by its duly authorized officers, on this the 18th day of May, 1970.

Raymond L. Barrett
Clerk & Master

HIPPODROME REALTY, INC.

By Robt. E. McAdams
President

Attest:

Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Leander A. Cate, a Notary Public in and and for said County and State, Raymond L. Barrett, Clerk & Master, the within named 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, Tennessee, this 18th day of May, 1970.

Leander A. Cate
Notary Public

My comm. expires: July 3-1974.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Leander A. Cate., a Notary Public of the State and County aforesaid, personally appeared Robt E McAdams., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Hippodrome Realty, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of May, 1970.

Leander A. Cate
Notary Public

My comm. expires:
July 3-1974

IDENTIF REFERENCE
MAY 18 4 02 PM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

A77912

MAY 18 70	CONV	*	[redacted]	325,000.00	
MAY 18 70	MORTG	*	[redacted]	243,750.00	
MAY 18 70	S'TAX		A*	845.00	
MAY 18 70	S'TAX		A*	241.70	
MAY 18 70	PR'FEE		A*	.50	
MAY 18 70	W'DEED		A*	10.50	* 1,097.70