Map . 119-3
Par. 85.1-85.2-85.4
PW

Name and Address new Owner
McDOWELL DEVELOPMENT CORP.
718 Murfreesboro Road
Nashville, Tennessee 37202

Send Tax Statements
Same

BOOK 1463 PAGE 472

Parcel No.
6DA-13120
6DA-13145
6DA-13140

INSTALLMENT DEED

9th day of November, 1970, by and between George Q. Milwee, Jr., John B. Milwee, and Nona Sparks, hereinafter called Grantors; and McDowell Development Corporation, a Tennessee corporation, hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One Hundred Ninety-one Thousand Five hundred Twenty & No/100 ($191,520.00) Dollars of which Fifty-five Thousand Five Hundred Forty and 80/100 ($55,540.80) Dollars has been paid in cash by the Grantee, receipt of which is hereby acknowledged by Grantors, and for the remainder the Grantee has executed its one promissory note for the principal sum of One Hundred Thirty-five Thousand Nine Hundred Seventy-nine & 20/100 ($135,979.20) Dollars, of even date herewith, payable to the order of George Q. Milwee, Jr., and John B. Milwee, in three equal annual installments of Forty-five Thousand Three Hundred Twenty-six and 40/100 ($45,326.40) Dollars each,with interest at the rate of eight per cent (8%) per annum. Said promissory note provides that it may not be prepaid either in part, or in full at any time prior to January 1, 1972, and further provides in the event of default for payment of attorney's fees, and all costs of collection thereof, and to secure the payment of said note, principal and interest, and attorneys fees, and costs, a lien is expressly retained on the land herein conveyed. One of the Grantors herein, Nona Sparks, by the execution of this deed, acknowledges that she has received the sum of Five Thousand & No/100 ($5,000.00) Dollars of the cash consideration receipted for herein as full payment for her life estate in a portion of the property being herein conveyed, and acknowledges that she has no interest or claim in the promissory note hereinabove described nor in the lien retained herein.

Upon the considerations herein named, Grantors have this day bargained and sold, and do hereby transfer and convey unto Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows; Being all the real property owned by the Grantors within the Sixth Civil District of said County, and being:

Land in Davidson County, Tennessee, being part of Reserved Parcel "C" on the Plan of Crescent Heights Subdivision, as of record in Book 2331, page 106, and adjoining lands described according to a survey of James L. Murphy, Jr., & Co., dated October 6,1970, as follows:

BEGINNING at a point in the most northerly corner of Lot 112 on the Plan of Glencliff Estates, Section 5, as of record in Book 2133, page 21; thence along the rear lines of Lots Nos. 112 to 118, and part of Lot No. 119, as follows: South 44° 26' 04" west 151.32

This instrument prepared by
STEPHENSON, LACKEY, HOLMAN & ARCHER
First Federal Building
Nashville, Tennessee 37219

feet to a point; thence south 45° 55' 13" west 439.80 feet to a point; thence south 36° 59' 56" west 227.04 feet to a point; thence south 28° 05' 03" west 116.07 feet to a point; thence south 0° 39' 44" east 151.22 feet to a point; thence south 6° 22' 11" east 56.44 feet to a point; thence leaving the rear line of Lot No. 119, south 48° 29' 34" west 54.58 feet to a point in the easterly boundary of Interstate Highway I-24; thence with the same, as follows: north 13° 51' 03" west 526 feet to a highway monument; thence north 4° 12' 09" west 977.06 feet to a highway monument; thence leaving said right-of-way, north 89° 38' 53" east 169.43 feet to a corner post; thence north 5° 29' 36" west 575.78 feet to a corner post thence south 88° 21' 38" east 585.75 feet to an existing spike in a tree root in the westerly boundary of Hill-N-Dale Subdivision, Section 2, as of record in Book 4175, page 5; thence with the same as follows: South 0° 52' 35" west 202.64 feet to a point; thence South 0° 09' 06" east 886 feet to the point of beginning, containing 23.94 acres, more or less. Being property vested in Grantors by deed of record in Book 2991, page 327, said Register's Office and as heirs at law of Merite S. Milwee, deceased.

Grantors convey the above described property subject to:

1. Easement for trunk sanitary sewer conveyed to City of Nashville by instrument of record in Book 3531, page 4, and to easement to Metropolitan Government of Nashville and Davidson County, Tennessee, by instrument of record in Book 4366, page 207, both in the Register's Office for Davidson County, Tennessee.

2. The property being conveyed is bounded by Interstate Highway I-24 on the easterly boundary line and there is no access to or from the premises to said highways, and the entire described property is landlocked without access to highways.

3. Easement for the flow of Mill Creek.

4. Taxes for 1970 have been paid by Grantors and prorated between the parties to the date of delivery of this deed of conveyance.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest, thereto belonging, to the said Grantee, its successors and assigns forever. Grantors covenant they 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 except as otherwise herein set out.

Grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, its successors and assigns, against the lawful claim of all persons.

And now, for the purpose of better and more effectually securing the payment of said promissory lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said lien note, as it matures,

as hereinafter provided, and for the consideration of One and No/100 ($1.00) Dollars, to it paid, Grantee does hereby transfer and convey unto T. I. Holman, Jr., Trustee, his successors and assigns, the real property hereinbefore described, with the appurtenances, estate, title and interest, thereto belonging, for the purposes aforesaid, only. Grantee agrees to pay all taxes and assessments; and to pay them when due; and in case Grantee fails to do either, then the said Trustee or the lawful owner and holder of said note, 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 the undersigned grantee shall pay the note aforesaid when due, according to its terms, and pay taxes, as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantee fails to pay said note, or any installment as it becomes due thereon, promptly, or if, failing to pay taxes as herein provided, or Grantee fails to reimburse the Trustee or lawful owner and holder of said note for all sums with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty (30) days from such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, then past due and unpaid, all remaining unpaid principal and interest 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 (20) 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 Courthouse 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. Grantee agrees that the Trustee, may at any time, after default in the payment of any installment due hereunder, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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:

First. 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.

Second. To the payment of all taxes which may be unpaid on said premises.

Third. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth. The residue, if any, will be paid to the Grantee herein, its successors or assigns.

In the event 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 owner and holder of said note is hereby authorized to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office of Davidson County, Tennessee, and the title herein conveyed to said Trustee shall be vested in said successor. Said Trustee or Successor 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 the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the owner and holder of said note, and applied upon the debt, and the owner and holder of said note is hereby empowered in the name of the Grantee or the Grantee's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

IN WITNESS WHEREOF, we, the said Grantors and Grantee, have hereunto set our hands on the day and date hereinabove first recited.

T 97827
IDENTIF. REFERENCE
NOV 30 3 36 PM '70
REGISTER DAVIDSON COUNTY, TENN.

George Q. Milwee Jr.
George Q. Milwee, Jr., Grantor

Nona Sparks
Nona Sparks, Grantor

John B. Milwee
John B. Milwee, Grantor

McDOWELL DEVELOPMENT CORPORATION

By Robert H. McDowell
President

Grantee

Shelby Sackett
Secretary-Treasurer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Virginia R. Runion, a Notary Public in and for said County and State, the within named George Q. Milwee, Jr., and Nona Sparks, the bargainors, 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, Tennessee, this 12th day of November, 1970.

Virginia R. Runion
Notary Public

My Commission Expires:

1-26-71

STATE OF ILLINOIS)
COUNTY OF COOK)

Personally appeared before me, Judith A Catinella, a Notary Public in and for said County and State, the within named John B. Milwee, 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 Olympia Fields, Illinois, this 9 day of November, 1970.

Judith A Catinella
Notary Public

My Commission Expires: April 20 1971

JUDITH A. CATINELLA NOTARY PUBLIC COOK COUNTY, ILL.

NOV30 CONV * .00 191,520.00
NOV30 MORTG * .00 135,979.20
NOV30 S'TAX A* 497.90
NOV30 S'TAX A* 134.00
NOV30 R'FEE A* .50
NOV30 M'DEED A* 7.50 * 639.90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me William T. Butler, a Notary Public within and for the State and County aforesaid, appeared Robert A McDowell Jr and DeWayne Suskelle, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary-Treasurer respectively of the McDowell Development Corporation, the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer, 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 A McDowell as such President, and attesting the same by the said DeWayne Suskelle as such Secretary-Treasurer.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 30th day of November, 1970.

William T Butler
Notary Public

My Commission Expires:
October 18, 1972

WILLIAM T. BUTLER NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

...ch, that this instrument for record and to ...ief of affiant that to the best of my knowledge ...e the full and ...greater of the actual consideration ...for the transfer of interest herein ...is $ 191,520.00

...) Robert A McDowell
...) Affiant

...before me this 30th day of November, 1970.

...y commission expires: ...
Oct 18, 1972

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE