This Instrument was Prepared by
Dewey W. Pedigo (mc)
Of the Law Firm Pedigo & Saindon
Stahlman Building, Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL, NO. ETC.
Robert A. McDowell & Theodore H. Lightfoot P. O. Box 149 (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee (CITY) (ZIP CODE) (STATE)	Same (NAME) BOOK 4471 PAGE 541 (STREET ADDRESS) (CITY) (ZIP) (STATE)	Map. 91 Pt Par. 63 pt

FOR AND IN CONSIDERATION of the sum of Sixty One Thousand Two Hundred Fifty and no/100 ----------($61,250.00) ---------- *Dollars,*

of which Eleven Thousand Two Hundred Fifty and no/100 ---------- ($11,250.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand and no/100 --------- ($50,000.00) ---------- *Dollars,*

Robert A. McDowell and Theodore H. Lightfoot *have executed* their note/~~six~~ dated January 2, 1971, ~~six~~ in the amount of $50,000.00 payable to the order of Joe Edward Haralson and wife, Naomi Haralson, in five equal annual installments of $10,000.00 each, plus 7% simple interest on the unpaid balance, the first installment falling due on or before one year from date hereof and the others annually thereafter. Purchasers have the right to prepay interest and principal at any time without penalty. Sellers agree to release and grant free and clear to purchaser at any time designated by purchasers 150 feet of land fronting on Old Hickory Boulevard (as described at * on page 2 hereof) for a payment of $7,000.00 over and above the normal $10,000.00 annual installment, to be applied to the reduction of the outstanding first mortgage.

and 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, We, Joe Edward Haralson and wife, Naomi Haralson,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. McDowell and Theodore H. Lightfoot, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the Fourth Civil District of Davidson County, Tennessee, as follows:
Being situated in the southwest quadrant of the intersection of Interstate Route 40 East and Old Hickory Boulevard, and described as follows, according to a survey by Alley, Brown & Pate, Engineers, dated June 9, 1970:
BEGINNING at a point in the southwesterly margin of Old Hickory Boulevard and at the southeast corner of property conveyed to Humble Oil & Refining Company by deed of record in book 3862, page 689, Register's Office for said County, said point being further described as the southwesterly boundary of property conveyed to the State of Tennessee by deed of record in Book 3342, page 509, said Register's Office; thence with the southwesterly margin of Old Hickory Boulevard and the southwesterly boundary of property conveyed to the State of Tennessee as aforesaid, South 40° 52' East 389.50 feet to a point; thence South 83° 22' West 300 feet to a point; thence South 6° 38' East 116.04 feet to a fence in the northerly line of property conveyed to J. M. Yearwood and wife, Mary E. Yearwood, by deed of record in Book 2484, page 617, said Register's Office; thence with the northerly boundary of the said J. M. Yearwood property and with the northerly boundary of property conveyed to Bennie Helton and wife, Dana Lane Helton, by deed of record in Book 2799, page 256, said Register's Office, South 83° 22' West 442.45 feet to a corner post in the easterly margin of Mill Road; North 2° 40' West 579.36 feet to a corner fence post; thence North 78° 55' East 174.69 feet to a point, said point being the northwest corner of the Humble Oil & Refining Co. property above mentioned; thence with the southwesterly boundary of said Humble Oil & Refining Company property South 39° 51' East 200 feet to a point; thence with the southerly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 61,250.00

Subscribed and sworn to before me this the 30th day of December, 1970

Affiant

My Commission expires: May 12 1971

Notary Public

(Affix Seal)

NOTARY PUBLIC
STATE OF TENNESSEE
LARGE

boundary of the said Humble Oil & Refining Company property North 79° 24' East 200 feet to the point of beginning, containing 6.451 acres, more or less.
Being part of the property conveyed to Joe Edward Haralson and wife, Naomi Haralson, by deed from Roy Eakes and wife, of record in Book 1116, page 285, Register's Office for said County, and by deed of correction, of record in book 1207, page 179, said Register's Office. Part of the property above described was conveyed to John Kenneth Haralson, et al, by deed from Joe Edward Haralson and wife, of record in book 4020, page 677, said Register's Office. The property conveyed in the deed last mentioned was reconveyed to Joe Edward Haralson and wife, Naomi Haralson, by deed from John Kenneth Haralson, et al, of record in book 4165, page 415, said Register's Office.

* A parcel of land in the Fourth Civil District of Davidson County, Tennessee, as follows: Beginning at a point on the southwesterly margin of Old Hickory Boulevard, said point being S 40° 52' East 100 feet, more or less, from the southeasterly corner of property conveyed to Humble Oil & Refining Co. by deed of record in Book 3862, page 689, Register's Office for said County; thence with the said margin of Old Hickory Boulevard S 40° 52' E, 150 feet to a point; thence at right angles to the margin of Old Hickory Boulevard southwesterly 95 feet, more or less, to a point; thence westerly with an interior angle of 143° 115 feet, more or less, to a point; thence northerly with an interior angle of 90° 145 feet, more or less, to a point; thence northeasterly with a curve to the left 100 feet, more or less, to the point of beginning.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert A. McDowell and Theodore H. Lightfoot, their ..... *(successors), 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 said real estate to said* Robert A. McDowell and Theodore H. Lightfoot, their ..... *(successors), 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 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 Robert A. McDowell and Theodore H. Lightfoot ..... *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr. ....., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ....., or at least the maximum 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 owner or holder of said indebtedness as his interest may appear.

Trustors further agree 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 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 trustors 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid 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, trustors 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 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 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

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 30th *day of* December, *19* 70

Joe Edward Haralson
Joe Edward Haralson

Naomi Haralson
Naomi Haralson

Robert A. McDowell
Robert A. McDowell

Theodore H. Lightfoot
Theodore H. Lightfoot

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensley, *a Notary Public in and for said County and State,* Joe Edward Haralson and wife, Naomi Haralson,

*the within named 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, *Tennessee, this* 31st *day of* December, *19* 70

Mary Ensley
Notary Public

MARY ENSLEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires June 6, 1972

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 1471 PAGE 544

Personally appeared before me, Charles R Honeycutt *a Notary Public in and for said County and State,* Robert A. McDowell and Theodore H. Lightfoot, *the within named 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, Tennessee *this* 30th *day of* December, *19* 70

Charles R Honeycutt
Notary Public

Commission expires MAY 12 1971

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .... *he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

..... *Notary Public*

Commission expires .....

JAN-5[illegible]	CONV	61,250.00			
JAN-5[illegible]	MORT'G	50,000.00			
JAN-5[illegible]	S TAX		A*	159.12	
JAN-5[illegible]	S TAX		A*	48.00	
JAN-5[illegible]	PRFEE		A*	.50	
JAN-5[illegible]	W DEED		A*	6.00	* 213.62

INSTALLMENT DEED

FROM Joe Edward Haralson et ux.

TO Robert A. McDowell et al.

800944

IDENTIF. REFERENCE

JAN 5 10 09 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Guaranty Title 30139