This Instrument Was Prepared By

Installment Deed

Jerry W. Pedigo (ME)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
W. Terrence Mays, et al. d/b/a K.S. Realty Company (NAME)	Same (NAME)	
808 South High Street (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4472 PAGE 72 (STREET ADDRESS)	Map 148-10 Pc 136
Columbia, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Ten Thousand and no/100 ----------

----------($110,000.00) ---------- *Dollars,*

of which Thirty Thousand and no/100 ----------($30,000.00) ----------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eighty Thousand and no/100 ---------

----------($80.000.00) ---------- *Dollars,*

W. Terrence Mays, J. A. Morgan and Lee Holloway d/b/a K. S. REALTY COMPANY,

*ha*ve *executed*

their promissory note of even date herewith in the amount of $80.000.00 payable to the order of Interchange Development Corporation, in three equal annual installments of $26 666.67 each, plus interest on the unpaid principal balance: the first such payment of principal and interest shall be due and payable one year from date hereof, and the others on the same day of each succeeding year. It is agreed and understood that the interest rate as provided for herein shall be adjusted each year to coincide with the rate available to or being charged to the Seller on open unsecured notes by the First American National Bank of Nashville, Tennessee. Each year when interest is to be computed, the Seller will secure this rate in writing from First American National Bank and so notify the Buyer. Buyer shall have the right to prepay the mortgage at any time without penalty.

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, INTERCHANGE DEVELOPMENT CORPORATION, A Tennessee corporation, has

~~now~~ this day bargained and sold, and do hereby transfer and convey unto the said W. Terrence Mays, J. A. Morgan, and Lee Holloway d/b/a K. S. REALTY COMPANY, their

(successors), heirs and assigns,

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

A tract of land in the 5th Civil District of Davidson County, Tennessee, being Lot 1 of proposed subdivision of Reserve Parcel "B" of Phillips' 66 Park, and more particularly described as follows:
BEGINNING at a concrete monument set in the south right-of-way of Haywood Lane said monument being the northeast corner of Lot 1 of Phillips' 66 Park as of record in book 3842 page 209. Register's Office for Davidson County, Tennessee, and proceeding as follows: South 74° 05' East a distance of 162.73 feet to an iron pin: thence south 16° 05' 44" west passing a concrete monument at 74.92 feet, a total distance of 219.03 feet to an iron pin: thence south 60° 44' 54" west a distance of 267.06 feet to an iron pin set in the east right of way of Ezell Road: thence with said right-of-way in a curve to the north having a radius of 620.0 feet a distance of 200.0 feet to an iron pin set at the southwest corner of said Lot One of Phillips' 66 Park Subdivision: thence with the line of said Lot One, north 79° 51' east a distance of 200.13 feet to a concrete monument set at the southeast corner of said Lot One of Phillips' 66 Park Subdivision; thence with the east line of said Lot One north 02° 17' 50" east a distance of 162.65 feet to the beginning, and containing 1.5 acres, more or less.
Being the same property conveyed to Interchange Development Corporation, a Tennessee corporation, by deed from Robert Grimes, Jr., Trustee, of record in book 4471, page 805, Register's Office for said County.

The within named W. Terrence Mays and Terry Mays are one and the same person.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Subscribed and sworn to before me, this the 5th day of January 19 71

Terry Mays
Affiant

My commission expires June 6, 1972
(Affix Seal)

Mary Ensley
Notary Public

MARY ENSLEY NOTARY PUBLIC LARGE TENNESSEE

unimproved (X)
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 W. Terrence Mays, J. A. Morgan and Lee Holloway d/b/a K. S. Realty Company, their *(successors), heirs and assigns forever. /* Grantor does *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor does
/ *further covenant and bind* itself, its successors *and representatives, to warrant and forever defend the title to said real estate to said* W. Terrence Mays, J. A. Morgan and Lee Holloway d/b/a K. S. Realty Company, 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 W. Terrence Mays, J. A. Morgan, and Lee Holloway d/b/a K. S. Realty Company *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 trust 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 5th *day of* January, *19* 71

INTERCHANGE DEVELOPMENT CORPORATION

By Theodore A. Lightfoot, President

K. S. REALTY COMPANY

By Terry Mays, Partner

By Lee Holloway, Partner

By J. A. Morgan, Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charlotte Bailey, *a Notary Public in and for said County and State,* W. Terrence Mays, J. A. Morgan and Lee Holloway d/b/a K. S. Realty Company, *the within named 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* 5th *day of* January, *19* 71

CHARLOTTE BAILEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Charlotte Bailey *Notary Public*

Commission expires 1-30-74

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor ..., *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

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

Commission expires ....*Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary Ensey, *a Notary Public of the State and County aforesaid, personally appeared* ~~xxxxxxxxxxxxxx~~ Theodore H. Lightfoot, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* INTERCHANGE DEVELOPMENT CORPORATION, *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* 5th *day of* January, *19* 71

Commission expires June 6, 1972 Mary Ensey *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Document Date 206250

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INSTALLMENT DEED

FROM

INTERCHANGE DEVELOPMENT CORPORATION

TO

W. Terrence Mays, et al, d/b/a
K. S. REALTY COMPANY

JAN-71	CONV	90,000.00			
JAN-71	CONV	20,000.00			
JAN-71	MORT'G	80,000.00			
JAN-71	S'TAX		A*	286.00	
JAN-71	S'TAX		A*	78.00	
JAN-71	PR'FEE		A*	.50	
JAN-71	W'DEED		A*	6.00	* 370.50

B 0 1 1 7 1

IDENTIF. REFERENCE

JAN 7 10 40 AM '71

FELIX E. 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