Installment Deed

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FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED TWENTY-EIGHT THOUSAND ($828,000.00) ---------- Dollars, of which FIFTEEN THOUSAND ($15,000.00) ---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder EIGHT HUNDRED THIRTEEN THOUSAND ($813,000.00) ---------- Dollars, RIVERHILLS, INC., a Tennessee corporation, has executed its promissory note, dated as of the date of this Deed, payable in ten (10) equal annual installments, and bearing interest on the unpaid balance at the rate of Six (6%) per cent per annum, payable with each installment of principal, which note contains a prepayment privilege granting RIVERHILLS, INC. ("Buyer") the right to pay all or any part of said indebtedness at any time, without penalty,

[illegible] affirm that the actual consideration or true value for this [illegible] which [illegible] is $828,000.00 Clerk & Master

described and sworn to before me this 22nd day April 1971

Deputy Register

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, William R. Carter and wife, Jane S. Carter, and William R. Davidson and wife, Vera R. Davidson, have this day bargained and sold, and do hereby transfer and convey unto the said RIVERHILLS, INC., a Tennessee corporation, its (successors), ~~xxx~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Three tracts of land described as follows:

Tract No. 1: Land in the 3rd Civil District of Davidson County, Tennessee, described partly according to a survey by Turner Engineering Company, Inc. December 1, 1962, as follows:

BEGINNING at a point in the easterly margin of the L & N Railroad right-of-way, said point being north 24° 59' west 309.7 feet, north 24° 29' west 101.67 feet and around a curve having a radius of 2914.93 feet, northwesterly 870.8 feet from the northerly margin of Lebanon Road, said point being also in the western boundary line of the property conveyed to William R. Carter and wife, and W. R. Davidson by deed from Vulcan Materials Company, of record in Book 3466, page 326, Register's Office for said County; thence with the western boundary line of said Carter and Davidson property, north 0° 52½' east 1004.7 feet; thence south 84° 30' west 470 feet, more or less, to the easterly right-of-way of the L & N Railroad; thence with the same, southeasterly to the beginning.

BEING the same property conveyed to William R. Carter and wife, Jane S. Carter, and William R. Davidson and wife, Vera R. Davidson, by deed from Dr. G. S. Meadors and wife, of record in Book 3569, page 487, Register's Office for said County.

TRACT NO. 2: Land in the 3rd Civil District of Davidson County, Tennessee, being shown as Ross Tract No. 1 and Ross Tract No. 2 on a survey prepared by Z. J. Wilkinson, Surveyor, on October 12, 1955, and described according to said survey as follows:

BEGINNING at an iron pin in the northerly margin of the Lebanon Pike at the easterly margin of the L & N Railroad right-of-way; thence in a northerly direction along the easterly margin of said Railroad right-of-way as it curves slightly to the westward 565 feet to an iron pin; thence continuing with the easterly margin of said Railroad right-of-way North 17° 59' west 153.3 feet to an iron pin; thence North 21° 29' West 300.2 feet to an iron pin; thence North 22° 05' West 310.2 feet to an iron pin; thence leaving said Railroad right-of-way North 2° 40' east 1020 feet to an iron pin set in an old rock fence; thence along the southern boundary of property now or formerly owned by Powell, North 86° 20' east 1026.5 feet to an iron pin set in an old rock fence; thence south 3° 15' west 1936.7 feet along an old fence line to an iron pin at the northeasterly corner of property conveyed to Frank Foley; thence with Foley's northerly line south 78° 10' west 200 feet to an iron pin, Foley's northwest corner; thence with Foley's westerly line South 3° 40" west 300 feet to an iron pin at the northerly margin of Lebanon Pike; thence with the northerly margin of Lebanon Pike, South 78° 10' west 364.3 feet to the point of beginning, containing 44.21 acres, more or less.

Included but excluded is property described in an order in the cause of W. R. Davidson et al v. Frank Foley et ux, Rule No. 87293, Chancery Court of Nashville, Tennessee, being of record in Book 4227, page 841, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to William R. Carter and W. R. Davidson by deed from Vulcan Materials Company, a New Jersey corporation, of record in Book 3466, page 326, Register's Office for said County.

TRACT NO. 3: Land in the 3rd Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a point in the center of the Lebanon Turnpike Road, said point being the southeast corner of the property described in the deed to Andrew J. Powell and wife, of record in Book 1142, page 674, Register's Office for Davidson County; thence Northerly 350 feet to a point, said point being the northeast corner of the property described in said deed to Andrew J. Powell and wife; thence westerly along the northerly margin of said property described in said deed to Andrew J. Powell and wife, 95 feet and continuing westerly along the northerly margin of the property described in the deed to Annie Powell Patton of record in Book 1316, page 178, said Register's Office, 95 feet to a point, said point being the northwest corner of said property described in deed to Annie Powell Patton; thence North 1-3/4° east 116.59 poles, more or less; thence south 84½° West 80½ poles; thence North 2½° east 72.4 poles to Cumberland River at low water mark; thence North 67° east, with said river, 139 poles; thence south 9½° west 125 poles; thence south 1½° east 103.98 poles, more or less, to the northeast corner of the tract of land conveyed to T. A. Powell and wife, Lillian Powell by deed of Chas A. Lane and wife, of record in Book 496, page 355, said Register's Office, said point being 15 feet north of the northwest corner of the toll gate lot; thence with said northerly and westerly lines of said T. A. Powell and wife, Lillian Powell, as follows: westerly 12 feet to a stake; southerly 216 feet to an elm that stands 11 feet from the said toll gate lot on the south side of Spring Branch; southerly 164 feet and 6 inches to a stake that stands 25 feet west of the said toll gate lot; westerly 65 feet to a stake, and southerly 208 feet to the center of the said Lebanon Turnpike Road, said point being 100 feet westerly from the westerly line of said toll gate lot; thence westerly, with the center of said Turnpike Road, about 14.25 poles to the point of beginning.

BEING the same property conveyed to William R. Carter and W. R. Davidson by deed from Vulcan Materials Company, a New Jersey corporation, of record in Book 3466, page 326, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said RIVERHILLS, INC., a Tennessee corporation, its *(successors),* xxx *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,* except for 1969 real property taxes which are prorated as of the date of this Deed and assumed by the Buyer.

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We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* RIVERHILLS, INC., a Tennessee corporation, its *(successors),* xxxx *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 RIVERHILLS, INC., a Tennessee corporation *hereinafter referred to as trustors, hereby transfer and convey unto* J. O. Bass, 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:*

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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; xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx*, 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, [illegible], 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, [illegible] 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 1st day of June, 1969.

W. R. Hawkson

Vera R. Davidson

William R. Carter

Jane S. Carter

RIVERHILLS, INC.

By: Robert C. H. Mattson, Pres.

ATTEST:

William R Hawkson
Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JAMES B. COHRON, *a Notary Public in and for said County and State,* William R. Carter and wife, Jane S. Carter, and William R. Davidson and wife, Vera R. Davidson,

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

Witness my hand and official seal at Nashville, *Tennessee, this* 1st *day of* June, *19*69

JAMES B. COHRON NOTARY PUBLIC DAVIDSON COUNTY, TENN. COM. EXPIRES

James B. Cohron *Notary Public*

Commission expires May 27, 1973

STATE OF.....
COUNTY OF.....

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*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, J. O. Bass, *a Notary Public of the State and County aforesaid, personally appeared* Robert E. H. Mathes, Jr. and William R. Henderson *with whom I am personally acquainted, and who, upon oath, acknowledged* themself *to be* President and Secretary respectively *of the* Riverhills, Inc., *the within named bargainor, a corporation, and that* they *as such* President and Secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* themself *as* President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee
this 20th *day of* June, *19*69

J. O. BASS, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN. LARGE

J. O. Bass *Notary Public*

Commission expires 1-29-72

APR 20 71	CONV	*	.60	828,000.00
APR 20 71	MORT'G	*	.99	813,000.00
APR 20 71	S'TAX		A*	2,152.80
APR 20 71	S'TAX		A*	811.00
APR 20 71	PR'FEE		A*	.50
APR 20 71	W'DEED		A*	7.50 * 2,971.80

INSTALLMENT DEED

FROM WILLIAM R. CARTER et ux and WILLIAM R. DAVIDSON et ux

TO RIVERHILLS, INC.

B 1171 9

IDENTIF. REFERENCE

APR 20 3 13 PM '71

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE