BOOK 4510 PAGE 552 **Installment Deed** Owner's Copy

Of The Law Firm Fedige & Saindon
Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	
McDowell Development Corporation	Same	
(NAME)	(NAME)	Map 735
P. O. Box 149		Pc. 167
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Forty Three Thousand Two Hundred Fifty and no/100 ----------($143,250.00) ---------- *Dollars,*

of which Forty One Thousand Five Hundred and no/100 ---------- ----------($41,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred One Thousand Seven Hundred Fifty and no/100 ----------($101,750.00) ---------- *Dollars,*

McDOWELL DEVELOPMENT CORPORATION, a Tennessee corporation *has executed* a promissory note dated June 11, 1971, in the principal amount of $101,750.00 payable to the order of John M. Walker and wife, Zadie Craft Walker, in five equal annual installments of $20,350.00 each principal, plus interest at the rate of 6% per annum; the first annual installment of principal and interest being due and payable one year from the date of the note, and the others on the same day of each succeeding year until paid in full.

Seller agrees to release portions of the herein described property from time to time as it is needed for development purposes, provided that Buyer will pay to Seller $2,000.00 per acre for each acre or portion thereof to be released from the mortgage with said payments to apply towards the reduction of the outstanding principal balance. Privilege of prepayment in part or in full is hereby reserved by the Buyer, 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, We, JOHN M. WALKER and wife, ZADIE CRAFT WALKER,

have this day bargained and sold, and do hereby transfer and convey unto the said McDOWELL DEVELOPMENT CORPORATION, a Tennessee corporation, its

(successors), heirs and assigns,

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

A tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey made by Parrish-Ragan, Inc., May 11, 1971, as follows: Beginning at a point on the easterly margin of White's Creek Pike, 30 feet from the center, at a common corner between the property herein described and property of J. H. Spain, thence north 88° 04' 30" east a distance of 141.15 feet to a point; thence north 58° 11' 30" east a distance of 71.5 feet to a point; thence north 1° 35' 07" west a distance of 165.18 feet to a point; thence south 82° 40' 03" east a distance of 1448.99 feet to a point; thence south 7° 19' 20" west a distance of 67.71 feet to a point; thence south 81° 49' 08" east a distance of 1337.36 feet to a point; thence south 7° 29' 41" west a distance of 474.10 feet to a point; thence north 81° 10' 53" west a distance of 1342.59 feet to a point; thence south 8° 25' 12" west a distance of 898.24 feet to a point; thence north 82° 59' 44" west a distance of 619.36 feet to a point; thence north 14° 20' 11" west a distance of 795.08 feet to a point; thence north 88° 00' 03" west a distance of 636.35 feet to a point on the easterly margin of White's Creek Pike; thence in a northerly direction with a 1402.53 foot radius curve to the right, a distance of 67.48 feet to a point; thence north 2° 33' east a distance of 338.00 feet to a point; thence with a 1940.0 foot radius curve to the left, a distance of 114.49 feet to the point of beginning and containing 52.30 acres.

Being the same property conveyed to John M. Walker and wife, Zadie Craft Walker, by deed from O. A. Felts and wife, of record in book 1944, page 437, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 143,250.00

Affiant

Subscribed and sworn to before me, this the 11th day of June 19 71

My commission expires: June 6, 1972

(Affix Seal)

Notary Public

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 McDowell Development Corporation, its .....*(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.,* except taxes for 1971 which are prorated and assumed by the grantee.

We .....*further covenant and bind* ourselves, our .....*heirs and representatives, to warrant and forever defend the title to said real estate to said* McDowell Development Corporation, its .....
(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 McDowell Development Corporation, a Tennessee corporation, ...
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 11th *day of* June, *19* 71

John M. Walker
John M. Walker

Zadie Craft Walker
Zadie Craft Walker

McDOWELL DEVELOPMENT CORPORATION

Attest:
DeWayne Baskette, Secry.-Treasurer

By: Robert A. McDowell
Robert A. McDowell, President.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* John M. Walker and wife, Zadie Craft Walker,

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

Witness my hand and official seal at Nashville *Tennessee, this* 11th *day of* June, *19* 71

Mary Ensey
Notary Public

MARY ENSEY NOTARY PUBLIC LARGE CO. STATE OF TENNESSEE

Commission expires June 6, 1972

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 personaliy 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, ROBERT D. LONG, *a Notary Public of the State and County aforesaid, personally appeared* Robert A. McDowell, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* McDOWELL 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* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee,
this 11th *day of* June, *19* 71

Commission expires My Commission Expires MAY 22, 1974 .....*Notary Public*

B 18667

IDENTIF. REFERENCE

JUN 11 3 40 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN 11 71	CONV	90,000.00			
JUN 11 71	CONV	53,250.00			
JUN 11 71	MORT'G	90,000.00			
JUN 11 71	MORT'G	11,750.00			
JUN 11 71	STAX		A*	372.32	
JUN 11 71	STAX		A*	99.70	
JUN 11 71	PRTFEE		A*	.50	
JUN 11 71	RECFEE		A*	6.00	* 478.52

INSTALLMENT DEED

FROM
John H. Walker et ux.

TO
McDowell Development Corporation

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

Guaranty Title 211227