This Instrument prepared by: A. HARRISON JOHNSON, JR., 2011 Parkway Towers, Nashville, Tennessee 37219.

BOOK 5563 PAGE 356

B 4318

IDENTIF. REFERENCE

DEC 30 4 22 PM '71

FELIX E. WILSON III REGISTER DAVIDSON COUNTY, TENN.

Map 1 Lot 74.93.04

INSTALLMENT DEED

FROM: IMPAC LTD., INC.

TO: BRENTWOOD EAST COMPANY

1398 N. SHADELAND AVE — SAME — 98-10 pt

Address New Owner: Send Tax Bills To: Map-Parcel Nos.

INDIANAPOLIS, INDIANA 46219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 785,502.50.

J. A. Johnson Jr.
AFFIANT

Subscribed and sworn to before me this the 30th day of December, 1971.

Edwin M. E[illegible]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-23-72

FOR AND IN CONSIDERATION of the sum of Seven Hundred Eighty-five Thousand Five Hundred Two Dollars and Fifty Cents ($785,502.50) of which One Hundred One Thousand One Hundred Forty-six Dollars and Thirty-three Cents ($101,146.33) has been paid in cash, the receipt of which is hereby acknowledged and for the remainder, Six Hundred Eighty-four Thousand Three Hundred Fifty-six Dollars and Seventeen Cents ($684,356.17) Brentwood East Company, a limited partnership with Justus Investment Company as its General Partner has assumed and agreed to pay the unpaid principal balance of $245,996.33 remaining after the 1971 payment to E. K. Hardison, Jr. on a note in the original principal amount of $346,000.00 payable in equal annual installments together with interest on the unpaid principal balance at the rate of 6% per annum all as more particularly appears in said note, and has executed its promissory note of even date herewith, payable to the order of IMPAC LTD., INC. in the principal amount of $438,359.84 payable together with interest on the unpaid principal balance remaining from time to time at the rate of 6% per annum and said note shall be payable in equal annual installments of $65,000 less the amounts if any paid on the note to E. K. Hardison, Jr. assumed by the said Brentwood East Company and said payments shall be applied first to interest with the balance to principal and said payments shall continue annually on the 30th day of December each year until such time as the entire unpaid balance of principal and interest has been paid in full and providing for payment of attorney's fees and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

IMPAC LTD., INC., a Tennessee Corporation hereinafter referred to as Grantor has this day bargained and sold and does hereby transfer and convey unto said Brentwood East Company, a Limited Partnership, with Justus Investment Company as its General Partner, hereinafter referred to as Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

TRACT I:

BEGINNING at an iron pin in the southerly line of the land conveyed to Sara Tate McMurray by deed of record in Book 919, page 579, Register's Office for Davidson County, Tennessee, said point being 2475.62 feet, more or less, west of the westerly side of the right of way of the Nolensville Road, and said point further being in the continuation of the east line of the property conveyed to Andrew Ewing, Trustee, by deed of record in Book 3872, page 738, Register's Office for Davidson County, Tennessee; from said beginning point, thence South 84° 29' 40" East, with the south line of the said Sara Tate McMurray property, 2447.62 feet to a concrete monument at the beginning of an off-set in the westerly line of the right of way of Nolensville Road; thence South 77° 58' 15" East 28.00 feet to a concrete monument set in the westerly margin of Nolensville Road right of way; thence, with said westerly margin of Nolensville Road, South 5° 01' East 854.55 feet to a concrete monument at the intersection of Old Hickory Boulevard; thence South 38° 10' 30" West 171.66 feet to a concrete monument in the northerly line of Old Hickory Boulevard; thence, with an off-set line, South 7° 0' 20" East 5.00 feet to an iron pin in the northerly line of the right of way of Old Hickory Boulevard; thence with the northerly line of Old Hickory Boulevard, South 83° 0' 40" West, 183.00 feet to an iron pin; thence, with an off-set in said line, South 4° 36' 15" East 5.00 feet; thence, continuing with the north line of Old Hickory Boulevard, along a curve to the right having a radius of 2814.53 feet, in a generally westerly direction, 649.42 feet to an iron pin; thence, continuing with Old Hickory Boulevard, North 81° 23' West 1175.70 feet to an iron pin; thence, with a curve to the left, having a radius of 1462.39 feet, 224.88 feet to an iron pin; the beginning of an off-set in said line; thence with said off-set line North 0° 11' 40" west 15.00 feet to an iron pin; thence, continuing along said Old Hickory Boulevard, and along a curve to the left, having a radius of 1477.39 feet, 288.70 feet to a point in the easterly line of the tract conveyed to Andrew Ewing, Trustee, by deed of record in Book 3872, page 738, Register's Office for Davidson County, Tennessee; thence, leaving said Old Hickory Boulevard, and with the easterly line of the said Andrew Ewing, Trustee tract, North 6° 55' 50" East 1319.50 feet to the point of beginning, and containing, according to said survey 77.73 acres.

TRACT II:

BEGINNING at a post set at the intersection of the north and east lines of the property conveyed to W. H. McMurray, Sr., by deed of record in Book 716, page 730, Register's Office for Davidson County, Tennessee, and being the southwesterly corner of this tract No. II; thence, with the easterly line of said McMurray tract North 5° 01' 45" East 2015.27 feet to an iron pin, and North 6° 55' 50" East 828.87 feet to an iron pin in the southerly right of way line of Old Hickory Boulevard; thence with said southerly line of Old Hickory Boulevard, along a curve to the right having a radius of 1402.39 feet, 304.76 feet to an iron pin at the beginning of an off-set; thence with said off-set line South 0° 2' 35" west 10.00 feet to an iron pin; thence continuing with said southerly right of way line of Old Hickory Boulevard, along a curve to the right having a radius of 1392.39 feet, in a generally easterly direction, 208.34 feet to an iron pin; thence, continuing with said Old Hickory Boulevard, South 81° 23' East 291.66 feet to an iron pin at the beginning of an off-set; thence with said off-set line North 8° 37' East 10.00 feet to an iron pin; thence, continuing with said southerly right of way line of Old Hickory Boulevard, South 81° 23' East 884.04 feet to an iron pin set at the beginning of a curve to the left; thence continuing along said southerly right of way line, with a curve having a radius of 2874.53 feet, 782.96 feet to an iron pin; thence north 83° 0' 40" East 183.00 feet to an iron pin at the beginning of the intersection with Nolensville Road; thence South 6° 59' 20" East 10.00 feet to an iron pin; thence North 83° 0' 40" East 17.30 feet to a concrete monument; thence South 47° 54' 35" East 116.69 feet to a concrete monument set in the westerly right of way line of Nolensville Road; thence, with said right of way line of Nolensville Road, South 5° 01' East 1070.00 feet to an iron pin at

the beginning of an off-set; thence with said off-set line South 84° 59' West 50.00 feet to an iron pin; thence, continuing with said westerly right of way of the Nolensville Road South 5° 01' East 101.40 feet to an iron pin, at the beginning of a curve to the right; thence, with the westerly right of way line of said Nolensville Road, along a curve to the right having a radius of 4128.00 feet, in a generally southerly direction, 125.90 feet to an iron pin, the northeast corner of the land conveyed to Bill Henry by deed of record in Book 4012, page 401, Register's Office for Davidson County, Tennessee; thence, with the said Bill Henry North line, North 83° 33' 55" West 1247.72 feet to an iron pin at the northwest corner of the said Bill Henry tract; thence south 6° 24' 20" West and with the westerly lines of the Bill Henry, W. M. Seat, and George E. Griggs, Jr. tracts, 1633.07 feet to an iron pin set at the intersection of the lands of George E. Griggs, Jr. (Book 3640, page 513, Register's Office for Davidson County, Tennessee) and W. E. Turbeville Estate (Book 164, page 124, Register's Office for Davidson County, Tennessee); thence with the northerly lines of the Turbeville Estate property and W. H. McMurray, Sr. property, North 83° 40' 35" West 1667.44 feet to the point of beginning, and containing according to said survey, 146.76 acres.

TRACT III:

BEGINNING at an iron pin set in the southerly right of way line of Old Hickory Boulevard, at the west end of a rock wall, said pin being 1053.86 feet east of the center line of the north-bound lane of Nolensville Road; thence with the westerly line of the property conveyed to John B. Hubburt by deed of record in Book 1635, page 156, Register's Office for Davidson County, Tennessee, South 6° 27' 45" West 121.29 feet to an iron pin; thence South 73° 09' 10" West 888.02 feet to an iron pin in the northerly line of the property conveyed to Levi Cole by deed of record in Book 2333, page 316, Register's Office for Davidson County, Tennessee; thence continuing with the said Cole northerly line, North 77° 55' 40" West 89.31 feet to an iron pin set in the easterly margin of the right of way of Nolensville Road; thence, with said right of way, North 5° 01' West 245.75 feet to a concrete monument set at the southeasterly corner of the intersection of Old Hickory Boulevard and Nolensville Road; thence, with the southerly right of way line of Old Hickory Boulevard, north 84° 48' 25" East 91.42 feet to a concrete monument at the beginning of an off-set in said right of way; thence with said off-set line, north 6° 13' 15" west 10.00 feet to an iron pin; thence, continuing with the southerly right of way line of Old Hickory Boulevard, north 83° 46' 45" East 887.65 feet to the point of beginning, and containing 4.53 acres, according to said survey.

TRACT IV:

BEGINNING at an iron pin set in the easterly right of way of Nolensville Road, said point being 1103.53 feet south of the center line of Old Hickory Boulevard; thence, with the easterly right of way line of Nolensville Road, North 5° 01' west 633.72 feet to an iron pin; thence, leaving said right of way, south 25° 5' east 90.01 feet to an iron pin; thence South 23° 22' 35" East 143.11 feet to an iron pin; thence south 4° 20' 5" East 427.97 feet to an iron pin, in the northerly line of the M. R. Bess property; thence, with the said Bess North line, North 83° 22' 25" West 72.36 feet to the point of beginning, and containing 0.91 acres, according to said survey.

Being property conveyed to Impac Ltd., Inc., by deed from E. K. Hardison, Jr. and wife, as of record in Book 4389, page 433, said Register's Office.

It is expressly understood and agreed that Tract No. I includes the residence of E. K. Hardison, Jr., and wife, and it is further expressly agreed that E. K. Hardison, Jr., and wife shall have the right to use and occupy the said residence and appurtenant structures for a period of six (6) months following written demand of Grantee for possession thereof, and free of rent, provided, however, E. K. Hardison, Jr., and wife shall pay the cost of fire and windstorm insurance on such residence and appurtenant properties during the entire period of occupancy by them.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever; Grantors covenant that 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 to 1971 taxes, Installment Deed of record in Book 4389, Page 433, in said Register's Office, and as set forth above.

Grantors further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to said real estate to said Grantee, its successors 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 Grantee, hereinafter referred to as Trustor, hereby transfers and conveys unto Ervin M. Entrekin, 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:

Grantee, as part of the consideration hereof, assumes and agrees to pay that certain promissory note dated December 31, 1969, executed by IMPAC LTD., INC., as maker in favor of E. K. Hardison, Jr., in the original principal sum of $346,000, and which is secured by Installment Deed of record in Book 4389, page 433, in Register's Office for Davidson County, Tennessee, and Grantee agrees to be bound by and abide by the terms and conditions of such Installment Deed recorded in Book 4389, page 433, in said Office.

Trustor agrees 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 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.

Trustor further agrees to pay all taxes and assessments thereon, general 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 ~~each~~ case the Trustee or his successor or the lawful owner and holders 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 trustor 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 eight percentum (8%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Trustor expressly waives the provisions of Title 35, Section 509, of Tennessee Code Annotated, and the owner or owners of the note for the unpaid purchase money shall have the right to have the property, then encumbered by the lien, sold as a whole or in any manner they may deem proper, in the event of default and foreclosure proceedings.

Now, if Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay the Note to E. K. Hardison, Jr. when due, 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, or any part of the indebtedness to E. K. Hardison, Jr. is not paid promptly at maturity, or if, failure to pay taxes, keep up repairs, or keep said premises insured, or pay said other sums when due, as herein provided, Trustor fails 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 (30) days from the 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 thirty (30) days from the date that a letter is deposited in the United States mail, certified mail, return receipt requested, and addressed to American Fletcher Mortgage Corporation, Indianapolis, Indiana, 46204, Attention Mr. Herbert D. Feldmann, 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 newspapaper, 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 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 Trustor, its order, 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 owner and holder of the note representing the unpaid balance of the consideration agrees to release tracts of land, as follows:

(a) Tracts of not less than five acres, each, of any portion of the land lying, in its entirety, 450 feet, or more, west of the westerly margin of Nolensville Road, upon receipt of payment by Grantee to holders of the notes described herein as their interest appears at the rate of Three Thousand ($3,000.00) Dollars per acre; J.K.W. JKE

(b) With respect to that portion of the property lying North of Old Hickory Boulevard, and bounded on the East by Nolensville Road, and on the West by a line parallel to, and 450 feet West of, Nolensville Road upon payment by Grantee to holders of the notes described herein as their interest appears at the rate of Ten Thousand ($10,000.00) Dollars per acre; J.K.W.

(c) With respect to that portion of the property lying South of Old Hickory Boulevard, and bounded on the East by the westerly margin of Nolensville Road, and on the West by a line parallel to, and 450 feet west of Nolensville Road, and those tracts lying East of Nolensville Road, upon payment by Grantee to holders of the notes described herein as their interest appears at the rate of Seven Thousand ($7,000.00) Dollars per acre. J.K.W.

Beneficiary agrees that it will make or have caused to be made releases of the lien reserved in Book 4389, page 433, in the Register's Office for Davidson County, Tennessee, with regard to prepayments made to secure releases hereunder.

Notwithstanding anything in the foregoing to the contrary, Grantee shall not be entitled to make any prepayments in the year 1971 in excess of $130,000, otherwise prepayments may be made at any time upon 30 days notice to Grantor.

Trustor warrants and agrees that it will make or cause to be made the payments of principal and interest due and payable to E. K. Hardison, Jr. under the installment deed note recited above and any default or failure of payment shall be deemed a default under this Deed of Trust and the holder of the note may proceed with foreclosure as hereinabove provided upon any such default.

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 30 day of December, 1971.

IMPAC LTD., INC.

BY: James K. Wall, President
JAMES K. WALL, President

COMPANY
BRENTWOOD EAST, a Limited Partnership

BY: Justus Investment Company
(General Partner of above limited partnership)

BY: WALTER G. JUSTUS /s/
WALTER G. JUSTUS, Partner

By and through its attorney in fact,

J. William Ernst, Jr.
J. WILLIAM ERNST, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 30th day of December, 1971, before me personally appeared J. William Ernst, Jr., to me known to be the person who executed the foregoing instrument in behalf of JUSTUS INVESTMENT COMPANY, the general partner of BRENTWOOD EAST, a Limited Partnership, and acknowledged that he executed the same as the free act and deed of Justus Investment Company, the general partner of BRENTWOOD EAST, a Limited Partnership.

Elvin M. Ent
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-23-72

DEC30 CONV 795,502.50
DEC30 MORT 438,359.00
DEC30 STAX A*2,042.30
DEC30 STAX A* 436.40
DEC30 PUBFEE A* .50
DEC30 RDEED A* 16.00 * 2,495.20

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____ _____, 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 ____ day of _____, 19___.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared JAMES K. WALL, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Impac Ltd., Inc., 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 offices in Nashville, Tennessee, this 30 day of December, 1971.

My Commission Expires:

1-23-72

_____
NOTARY PUBLIC