Prepared by
Mr Hal Sanford
23rd Floor Life & Casualty Tower

INSTALLMENT DEED

BOOK 4570 PAGE 644

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Mat-Nel Company	Same	Map. 70
P. O. Box 7235		Par. 33,34
Nashville, Tennessee 37210		Map. 71
		Par. 2-8
		Map. 82 Par. 10-11 Pld

FOR REGISTER'S USE

B 4 5 6 9 4

T
IDENTIF. REFERENCE

JAN 20 2 06 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value, whichever is greater, for this transfer is $901,123.93.

Evelyn Thomson
Affiant

Subscribed and sworn to before me this the 15th day of January, 1972.

My Commission Expires:

My Commission Expires April 30, 1975

Mrs. Lillie Lowe
Notary Public

FOR AND IN CONSIDERATION of the sum of Nine Hundred One Thousand One Hundred Twenty Three Dollars and Ninety-Three Cents ($901,123.93) of which Three Hundred Twenty-Six Thousand Twenty-Three Dollars and Ninety-Three Cents ($326,023.93) has been paid in cash by the grantee, hereinafter named, as provided in the Contract of Sale between the parties, receipt of which sum is hereby acknowledged, and for the balance the grantee has executed two series of promissory notes, Series A being payable to the order of J. W. Bush and Series B being payable to the order of H. C. Bush, each series consisting of nine (9) notes, each of which notes shall be in the principal amount of Thirty-One Thousand Nine Hundred Fifty Dollars ($31,950.00), with the principal amount of each note being due and payable on or before the maturity date of each note, which maturity date for Note No. 1 shall be October 1, 1972, for Note No. 2 shall be October 1, 1973, for Note No. 3 shall be October 1, 1974, for Note No. 4 shall be October 1, 1975, for Note No. 5 shall be October 1, 1976, for Note No. 6 shall be October 1, 1977, for Note No. 7 shall be October 1, 1978, for Note No. 8 shall be October 1, 1979 and for Note No. 9 shall be October 1, 1980. The notes provide for interest at the rate of six percent (6%) per annum until October 1, 1972, at seven percent (7%) per annum for the next four years and at eight percent (8%) per annum for the last four years. Interest before maturity is payable annually on October 1 of each and every year.

The notes further provide for the payment of interest at the rate of eight percent (8%) per annum after maturity; that the grantee has the privilege of prepaying all or any part thereof without penalty; that the payment of the entire indebtedness may be accelerated on failure to pay any installment of principal or interest when due; and that the grantee will pay reasonable attorneys' fees and costs of collection in the event of default.

To secure the payment of such notes, principal and interest, attorneys' fees and other proper charges, a lien is expressly retained on the land herein conveyed.

Ray Barrett, Receiver of the partnership estate of J. W. Bush and H. C. Bush, acting pursuant to and under the authority of orders of the Chancery Court of Davidson County, Tennessee, Part I, in the case of J. W. Bush vs. H. C. Bush, Rule No. 89954, herein called "grantor," has this day bargained and sold and does hereby transfer and convey to Mat-Nel Company, a partnership composed of Robert C. H. Mathews, Jr. and Pathfinder Resources, Incorp., herein called "grantee," its successors and assigns, the following real estate located in Davidson County, Tennessee, and described as follows:

TRACT ONE: A tract of land formerly known as the "Old Race Track Property," and beginning at a point at the low water mark on the western bank of the Cumberland River, at the northeast corner of the lands of the old "Race Track," the northeast corner of which is now the United States Government Lock Lot; running thence in a northwesterly direction with said Cumberland River at low water mark, 2189 feet, more or less, to the west bank of the Sandy Hollow Slough at its mouth; thence south 19 deg. east 277 feet; thence south 4-1/2 deg. west 420 feet; thence south 6 deg. west 280 feet; thence south 19 deg. east 525 feet; thence south 20-1/4 deg. east 1,677 feet; thence south 38 deg. east 231 feet; thence south 48-1/2 deg. east 672 feet; thence south 57-3/4 deg. east 241 feet; thence south 62-1/2 deg. east 330 feet; thence south 61-1/2 deg. east 1,107 feet; thence south 60-1/4 deg. east 989 feet, more or less, to low water mark on the west bank of the Cumberland River; thence with the Cumberland River at low water mark in a northerly direction 525 feet, more or less, to the southeast corner of the lands of the "Old Race Track"; thence with the line of the lands of

the "Old Race Track", north 57-1/2 deg. west along the center of what was formerly a 70 foot avenue; which led to the old race track, 1,695 feet to a stone in the center of the northwest end of said former avenue; thence with the line of said lands, north 30 deg. east 375 feet to a stone; thence with the line of said lands north 42-1/4 deg. west 1028 feet to a stone; thence with the line of said lands in a curved line to the right, which curve has a radius of 502 feet, 891 feet to a stone; thence with the line of said lands, north 59-1/2 deg. east 281 feet to a stone; thence with the line of said lands north 29 deg. west 707 feet to a stone; thence with the line of said lands north 39-3/4 deg. east 211 feet, more or less, to the low water mark on the Cumberland River, the beginning point, containing in all 144 acres and 80 poles, more or less, but there is to be excepted from the above boundaries, 74.9 poles of land heretofore conveyed by M. Burns, Sr., to the "Nashville Blood Horse Association", by deed of record in Book No. 54, page 10, Register's Office for said County. INCLUDED in the above boundaries, but EXCEPTED from said tract of land, are two parcels of land conveyed by Frank L. Bush and wife, [illegible] and J. J. Murray, Trustee, to Mrs. Sallie B. Herbert, by deed of record in Book No. 445, page 135, said Register's Office and described as follows:

FIRST PARCEL: BEGINNING at a point on our northeast line dividing our land from the Mrs. Sallie B. Herbert tract, which formerly belonged to the Nashville Blood Horse Association, which point is north 40-1/2 deg. West 169 feet from a common corner between said lands, and is south 40-1/2 deg. east 737-1/2 feet from the point of curve of the old race track, being also the fourth corner in the above mentioned deed this day made by Mrs. Sallie B. Herbert to J. J. Murray Trustee; running thence south 44-3/4 deg. west 109-1/2 feet to a stake; thence north 32-1/2 deg. west 386 feet to a stake; thence south 60-1/2 deg. west 408-1/2 feet to a stake which is 27 feet from a large cottonwood tree in line; thence north 30-3/4 deg. west 1133-1/2 feet to a stake; thence north 1 deg. west 386 feet to a stake; thence north 28 deg. 35 min. west 275 feet to a stake; thence north 10 deg. west 938 feet to a stake, said stake being the northeastern corner of a fifty foot right of way hereafter described; thence south 71-1/2 deg. east 58 feet to a stake; thence south 27 deg. 20 min. east 283 feet to a stake; thence south 48-3/4 deg. east 1416 feet to a stake and Honey Locust in the northwesterly line of W. G. Bush's lands and being 231 feet southwesterly from an elm corner and 50 feet northeast of the end of the curve line; running thence south 61 deg. west 50 feet to the curved point in the line; thence with a curved line of 502 feet radius to the left a distance of 891 feet to a stake; thence south 40-1/2 deg. east 737-1/2 feet to the beginning corner, containing by survey 29.3 acres.

SECOND PARCEL: BEGINNING at the eighth corner called for in the description in the 29.3 acres herein conveyed, said corner being the extreme northwest corner of said tract; running thence north 79-1/2 deg. west 550 feet to a stake near a branch; thence north 6-1/2 deg. east with the east side of said branch 350 feet to the low water mark of the Cumberland River; thence westerly down the river, crossing said branch, 50 feet to a point; thence up said branch on the west side thereof south 6-1/2 deg. west 350 feet to a stake; thence north 79-1/2 deg. west 87 feet to a point in the line of Chris Uhlian's land; thence south 51 feet along said line; thence south 79-1/2 deg. east about 700 feet to a stake in the west line of the 29.3 acre tract; thence north 10 deg. west 50 feet to the beginning, containing about one acre. Said tract may be used for road and right-of-way, and also for the over-flow of water or drainage from the 29.3 acres, to the Cumberland River.

TRACT TWO: BEGINNING at the southeast corner of the lands of The Old Race Track at low water mark on the west bank of the Cumberland River, being the most easterly northeast corner of the tract of land containing 144 acres and 80 poles, more or less, conveyed by Frank L. Bush and wife, to J. J. Murray, Trustee, and running thence with the dividing line between two said tracts of land, north 56 deg. west, along the center of what was formerly a seventy foot avenue which led to the Old Race Track, 1695 feet to a stone in the center of the northwest end of said former avenue; thence north 17 deg. west 427 feet to a large post, a common corner to both of said tracts; thence north 40-1/2 degrees west 169 feet to a stake, a corner of the 29.3 acre tract of land, and the southwest corner of a tract of land containing 24.7 acres owned by W. G. Bush and Company; thence north 44-3/4 degrees east with the southerly boundary line of said tract of land 900 feet to a stake, the southeast corner of said 24.7 acres; thence north 36-1/2 deg. west with the easterly boundary line of said 24.7 acres 1323-1/2 feet to a stake, which is 50 feet, measured from the dividing line at right angles between this tract and the tract of land containing 144 acres and 80 poles, more or less; thence north 26-1/2 deg. west parallel with and 50 feet northeasterly from the line of said tract of land containing 144 acres and 80 poles, more or less; a distance of 334-1/2 feet, more or less, to the line of the United States Government's Lock Lot; thence south 46.3 deg. east with the westerly line of said Lock Lot 237 feet to the southwesterly corner of said Lock Lot; thence North 36-3/4 deg. east with the southerly line of said Lock Lot 264 feet, more or less, to the low water mark on the westerly bank of the Cumberland River; thence up said river at low water mark as follows: south 40 deg., east 675 feet, south 39 deg. east 650 feet, south 31 deg. east 500 feet, south 20-3/4 deg. east 350 feet, south 16-3/4 deg. east 650 feet, south 10-1/2 deg. east 300 feet, and thence south 1 deg. west 800 feet to the beginning, containing 57.35 acres.

BEING part of the same property vested in Ray Barrett and Paul Lannom, Receivers, by decree of the Chancery Court, Minute Book 194, page 434, in the cause of J. W. Bush v. H. C. Bush, Rule No. 89954.

The property is largely unimproved and has no house or street number or post office address.

TO HAVE AND TO HOLD the said real estate with the appurtenances, estate, title and interest thereto belonging to the grantee, its successors and assigns forever.

The grantor, as Receiver, and only in his capacity as such covenants that he is lawfully seized and possessed of the said real estate, with a good right to convey the same pursuant to the orders of the Chancery Court of Davidson County, Tennessee, and that the same is unencumbered except for:

1. Right of way for Interstate I-265 granted to State of Tennessee for use and benefit of the Department of Highways, of record in Book 4140, page 5, Register's Office for Davidson County, Tennessee.

2. Easement granted Colonial Pipeline Company by instrument executed by Joseph W. Bush, Individually and Successor Trustee, et al., of record in Book 3649, page 85, Register's Office for Davidson County, Tennessee.

3. Terms, conditions, and easements set forth in a Lease Agreement between Joseph W. Bush, Successor Trustee, et al., to Marquette Cement Manufacturing Company, of record in Book 1857, page 173, Register's Office for Davidson County, Tennessee.

4. Title to that portion of the premises lying between the high and low water mark of the Cumberland River.

5. Flowage easement in connection with the Cheatham Lock and Dam Project executed by Emma Bush, et al., to the United States of America, dated June 11, 1954, of record in Book 2281, page 631, Register's Office for Davidson County, Tennessee.

6. Flowage easement in connection with the Cheatham Lock and Dam Project executed by Emma Bush, et al., to the United States of America, dated June 11, 1954, of record in Book 2290, page 256, Register's Office for Davidson County, Tennessee.

7. Lease of record in Book 1857, page 173, Register's Office for Davidson County, Tennessee, from Joseph W. Bush, Trustee to Marquette Cement Manufacturing Company.

8. Any and all easements for railroad purposes.

9. Easements and other rights as contained in the conveyance of Frank L. Bush and wife, and J. J. Murray, Trustee, to Mrs. Sallie B. Herbert, of record in Book 445, page 135, and deed from

R. D. Herbert, attorney-in-fact, to J. J. Murray, Trustee, or record in Book 489, page 554, Register's Office for Davidson County, Tennessee.

10. Rights of tenants in possession.

AND NOW, for the purpose of better and more effectually securing the enforcement of the said Vendor's Lien and the payment of the said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of default, as hereinafter provided, and for the further consideration of One Dollar ($1.00) cash in hand paid, Mat-Nel Company, a partnership composed of Robert C. H. Mathews, Jr., and Pathfinder Resources, Incorp., the grantee herein, does hereby transfer and convey unto B. B. Gullett and W. Harold Bigham, as Co-Trustees, their successors or assigns, the real estate heretofore described with the appurtenances estate, title and interest thereto belonging, but only for the purposes herein set forth.

In order to secure further the payment of the above described indebtedness, and the performance of the other obligations undertaken by the grantee herein, and as part of the consideration hereof, the grantee covenants and agrees that:

1. The subject real estate shall be developed in an orderly manner in accordance with a subdivision plan which shall be approved by the appropriate regulatory agencies having jurisdiction thereover.

2. The grantee will not abandon the subject premises or cause or permit any waste or destruction thereof, and will comply with all laws and ordinances relating to the development and maintenance thereof.

3. The holders of the promissory notes secured hereby in any action to enforce the provisions hereof, or to sell the subject premises after default through court proceedings shall be entitled to the appointment of a receiver.

4. The grantee shall pay all taxes, assessments and governmental charges which may be assessed or become liens on the subject premises and in default thereof the holders of the promissory notes

secured hereby may pay the same and may treat such payment as part of the indebtedness secured hereby, the same to bear interest at the then highest permissible legal rate.

5. In case of sale, after default hereunder, the subject premises may be sold in one or more parcels in the discretion of the Trustees.

6. The whole of the principal and interest then unpaid shall become due at the option of the holders of the promissory notes secured hereby upon the happening of any of the following events of defaults:

(a) The failure to pay promptly as and when due any installment of principal or of interest;or

(b) Upon the default by the grantee in the payment of any tax assessment or governmental charge when and as due, except that the grantee may follow any procedures authorized by law for contesting the same.

(c) Upon the grantees failure to comply with any covenant of this instrument requiring compliance by the grantee.

7. Upon default by the grantee in the payment of any indebtedness secured hereby, or any part thereof, when due, or in the performance of any covenant or agreement hereunder, and upon acceleration of the indebtedness aforesaid, regardless of maturity, then the rights of the holders of the promissory notes may be protected by judicial proceedings and foreclosure had thereby or the Trustees may and are hereby authorized and empowered to enter and take possession of the subject premises personally or through their agent and before or after entry to advertise the same for twenty-one (21) days by publication once a week for three successive weeks in a daily newspaper in the county wherein the subject property is located, therein giving notice of the time, place and terms of sale and at such time and place to sell, either personally, or through agents, at public outcry, the subject property for cash to the highest bidder, free from any equity of redemption, homestead, dowry, courtesy and all other exemptions, all of which are hereby expressly waived

and the Trustees shall execute a conveyance in fee simple and deliver possession to purchaser and in case of such sale by the Trustees or their agent, the grantee shall at once surrender possession of the subject property and shall from that moment, without notice, become a tenant at will of the purchaser at such sale, shall be removable by process, such as a writ of unlawful detainer, at the suit of either the purchaser or the Trustees for the use and benefit of the purchaser and shall be liable to the purchaser for the reasonable rental value of the subject property after such sale.

The holders of the promissory notes secured hereby, or any of them, may bid and become the purchaser at any sale under this instrument.

The proceeds of any sale conducted in accordance with the provisions hereof shall be applied:

(a) To pay the expense of making, maintaining and executing this Trust, and protecting the property, including the expenses of any litigation and attorneys' fees and the usual commissions to the Trustees;

(b) To pay the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit;

(c) To pay the balance if any, of such proceeds to the grantee or to his order.

The holders of the promissory notes secured hereby and the Trustees shall not be obligated in connection with any sale hereunder and the disbursement of the proceeds thereof, to make any title search or other effort to determine the existence of any second mortgage or deed of trust or other junior lien or any other interest in or encumbrance upon the property sold; and shall not be obligated or required to recognize the existence of any such encumbrance or interest unless they shall have received prior to such sale and disbursement of the proceeds thereunder, written notice of the existence of the same, which notice shall be accompanied by an executed copy of the instrument or instruments by which the

grantee has conveyed or otherwise created the same; and after such notice, the Trustees shall be fully discharged when they have disbursed the proceeds of any such sale in accordance with the terms of this instrument.

The Trustees, or their successors, may execute the power of sale herein and the other powers and rights herein provided without giving bond or taking oath.

8. The failure of the holders of the promissory notes secured hereby to exercise the option for acceleration of maturity or foreclosure following any default as herein provided, or to exercise any other option granted to them hereunder in any one or more instances, or the acceptance by such holders of partial payments hereunder, shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by such holders, may, at the option of such holders, be rescinded by written acknowledgement to that effect by such holders, but the tender and acceptance of the partial payments alone shall not in any way affect or rescind such acceleration of maturity nor extend or affect any grace period.

9. The rights and remedies herein provided are cumulative and the holders of the notes secured hereby and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this instrument and no enumeration of special rights or powers by any provision of this instrument shall be construed to limit any grant of general rights or powers hereunder, or to take away or limit any and all rights granted to or vested in the holders of such notes or the Trustees by virtue of the laws of Tennessee.

The parties hereto further agree that:

(a) The grantee or its assigns may from time to time designate to the Trustees specific parcels to be sold to others free from the lien hereby reserved and upon such designation and the payment to the holders of the notes secured hereby of an amount equal to Eight Thousand Dollars ($8,000.00), for each acre of land to be released, the designated parcel shall by appropriate instrument, executed by the Trustees, be released from the lien secured hereby.

(b) The grantee shall not, however, be required to pay any release price for areas designated on the plan for development of the subject premises for, and in fact dedicated as, public facilities.

(c) Any such payments made to obtain partial releases shall be applied equally to the principal of the next notes due and payable in each series pursuant to the terms hereof.

(d) All such releases shall be prepared by and at the expense of the grantee, subject to the approval of the Trustees.

(e) No such release shall, however, leave any part of the property remaining subject to the lien of this instrument, isolated, inaccessible or having a substantially lower value than before such release. When the note is paid in full, all remaining land shall be released.

The Trustees shall act by mutual consent. W. Harold Bigham shall act as Trustee for the holder of the Series A notes and B. B. Gullett shall act as Trustee for the holder of the Series B notes. In the event of the death, absence, inability or refusal to act of either of the Trustees at any time when action under the foregoing powers may be required, the holder of the Series A notes or the holder of the Series B notes as the case may be, may name and appoint a successor to execute this Trust; such appointment to be made by an instrument in writing to be recorded in the Register's Office of Davidson County, Tennessee, and on such appointment all title, right and power of the said Trustee shall be vested in such successor. In the event the notes in a particular series are held by more than one person, at the time for the appointment of such successor and such

holders can not agree on a successor Trustee, the holder or holders of a majority of the principal amount of such notes then due and unpaid shall have authority to designate such successor.

The conditions of this instrument are such that if the grantee shall well and truly pay and discharge the indebtedness evidenced by such notes secured hereby or any notes given in renewal or extension thereof and secured hereby and shall observe and perform all terms, covenants and conditions on the part of the grantee to be observed and performed hereunder and shall pay the costs, fees and expenses of making, enforcing and executing the Trusts hereunder then this conveyance shall become null and void and shall be released by the holders of the notes secured hereby at the cost and expense of the grantee; otherwise to be and continued in full force and effect.

The failure of the holders of the notes secured hereby to require strict performance at any time of any of the terms or covenants of this instrument shall not constitute a waiver or release thereof in the future.

The rights and remedies of the holders of the notes secured hereby and of the Trustees expressed or contained in this instrument are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy such holders or trustees may now or hereafter have in law or in equity. The covenants of this instrument shall run with the land and bind the grantee, the assigns, distributees, legal representatives, successors and heirs of the grantee, and all subsequent owners, encumbrancers, tenants and subtenants of the premises and shall inure to the benefit of the holders of the notes secured hereby, their heirs, successors and assigns and all subsequent holders of the subject indebtedness, except where the context clearly requires otherwise.

IN WITNESS WHEREOF, we the said grantor and grantee, have hereunto set our hands this 14th day of JAN., 1972.

Ray Barrett

Ray Barrett
GRANTOR

Mat-Nel Company

By Robert C. H. Mathews Jr. Partner

Robert C. H. Mathews, Jr., Partner
GRANTEE

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, J. Ellen Fagg, a Notary Public in and for said County and State, the within named Ray Barrett, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of January, 1972.

J. Ellen Fagg

My Commission Expires:

Notary Public

1-22-72

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, J. Ellen Fagg, a Notary Public in and for said County and State, the within named Robert C. H. Mathews, Jr., the bargainor, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of January, 1972.

J. Ellen Fagg

My Commission Expires:

Notary Public

1-22-72

JAN20[illegible]	CONV	*	.[illegible]	901,123.93	
JAN20[illegible]	MORTG	*	.60	573,100 00	
JAN20[illegible]	S'TAX			A*2,342.86	
JAN20[illegible]	S'TAX			A* 573.10	
JAN20[illegible]	PB'FEE			A* .50	
JAN20[illegible]	WDEED			A* 24.00	* 2,940.46