FROM: THOMAS GRIZZARD, AND WIFE, DOROTHY F. GRIZZARD

TO: GOODLETTSVILLE DEVELOPMENT COMPANY, INC., a Tennessee corporation

This Deed Prepared By:
J. C. Dale, Jr., Attorney
711 - 718 Nashville City Bank & Trust Building
Nashville, Tennessee 37201

Address New Owner as Follows:
Goodlettsville Development Company, Inc.
212 Depot Street
Goodlettsville, Tennessee 37072

Send Tax Bills To:
Same

Map-Parcel Nos.
The property conveyed is referred to on a Metropolitan Nashville and Davidson County Property Map as Map Nos. 7 and 12, Parcels 4, 5, 35 and 38.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 4579 PAGE 65

The actual consideration or value whichever is greater for this transfer is $188,140.00.

Affiant

Subscribed and sworn to before me, this 22 day of February, 1972.

Notary Public

My Commission Expires:
7-21-73

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED FORTY DOLLARS ($188,140.00), for all of which the Goodlettsville Development Company, Inc., a Tennessee corporation, the Grantee herein, has executed its promissory installment note of even date herewith, payable to Thomas Grizzard and wife, Dorothy F. Grizzard in the principal amount of ONE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED FORTY DOLLARS ($188,140.00) in five (5) equal annual installments of principal of THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS ($37,628.00) each, the first such annual installment being payable together with interest on the entire unpaid balance of said note at six and one-half (6-1/2%) percent per annum on one (1) year from the date hereof, and a like installment of principal, with interest computed as aforesaid on the unpaid balance of said note on each succeeding anniversary of such first payment date, on two (2) years, three (3) years, four (4) years and five (5) years after the date hereof until said installment note is paid in full in accordance with its terms, with interest, and said note providing for the payment of attorney's fees and all expenses of collection in the event of default, and to secure the payment of all of which, a lien is expressly retained on the land herein conveyed, we, the undersigned Thomas Grizzard, and wife, Dorothy F. Grizzard, Grantors, have this day bargained and sold and do hereby transfer and convey unto the said Goodlettsville Development Company, Inc., Grantee, and its successors and assigns, certain real estate in the 10th Civil District of Davidson County, Tennessee described according to a survey of Wayne S. Cooper, Sr. and Leon Stanford, Surveyors, dated February 8, 1972, as follows:

> Beginning at an iron pin at the intersection of the west line of the described property and the south right-of-way line of Tinnin Road, thence south 87° 28' east 1815.2 feet along said right-of-way line of Tinnin Road to the center of Mansker's Creek, thence with the meanders of said creek along its center line as follows: south 29° 11' east 171.8 feet, south 55° 50' east 205 feet, south 31° 3' east 286.4 feet, south 13° 44' west 203.3 feet, south 6° 27' east 329.5 feet, south 36° 15' east 205 feet, south 16° 43' east 251.9 feet, south 20° 42' east 400.6 feet, south 16° 54' west 146.8 feet, south 32° 40' east 219.4 feet, south 8° 27' east 300 feet, south 2° 33' west 169.4 feet, thence leaving Mansker's Creek south 77° 30' west 1613.7 feet to an iron pin, thence south 3° 35' east 237 feet to an iron pin, thence south 70° 38' west 1570.9 feet (crossing State Highway No. 41) and crossing Old Dickerson Road (Old Springfield Pike) to an iron pin in the west right-of-way line of said Old Dickerson Road, thence with said right-of-way line south 25° 27' east 306.4 feet to an iron pin, thence south 60° 41' west 135.5 feet to an iron pin, thence south 71° 20'west 655.9 feet to an iron pin, thence south 29° 23' west 255.3 feet to an iron pin in the northerly right-of-way line of the L & N Railroad, thence with the said right-of-way line north 62° 36' west 974.4 feet to an iron pin, thence north 3° 33' west 968.3 feet to an iron pin, thence south 51° 6' east 359.1 feet to an iron pin, thence north 64° 4' east 552.1 feet to an iron pin, thence north 72° 30' east 256.7 feet to an iron pin, thence north 62° 36' east 260.5 feet to the west right-of-way line of Old Dickerson Road, thence with said right-of-way line south 22° 7' east 35.3 feet, thence north 70°

52' east 1993.3 feet (crossing State Highway No. 41) to an iron pin, thence north 4° 50' west 796.5 feet to an iron pin, thence north 46° 9' west 1006.3 feet to a marked rock, thence north 16° 46'west 811.2 feet to the point of beginning, and containing 188.14 acres according to said survey, excluding all of said land included within highway and road rights-of-way.

Being the same property conveyed to Thomas Grizzard, by deeds of record in Book 1081, Page 685, and Book 2739, Page 107, Register's Office of Davidson County, Tennessee.

Said property is subject to an easement to the United States for an electric power transmission line as per instrument recorded in Book 1140, Page 495, Register's Office for Davidson County, Tennessee.

This property is unimproved.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Goodlettsville Development Company, Inc., its successors 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 1972 Metropolitan Nashville and Davidson County property taxes.

We further covenant and bind ourselves and out heirs and representatives to warrant and forever defend the title to said real estate to the said Goodlettsville Development Company, Inc., its successors and assigns against the lawful claims of all persons.

It is further agreed that after one year from the date of this deed, the Grantee or its successors or assigns, may pay any part or all of the obligation evidenced by said installment note, at any time, provided, however, that as a condition precedent to the acceptance of any such prepayment by Grantors, the Grantee or its successors or assigns will pay to Grantors a sufficient amount in addition to any such prepayment as shall be required to pay and discharge any capital gains tax which Grantors shall be required to pay on account of any such prepayment in excess of the amount of such tax they would have been required to pay if the note is paid in accordance with its terms and provisions.

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 ($1.00) paid in cash, receipt of which is hereby acknowledged, the said Goodlettsville Development Company, Inc. hereinafter referred to as Trustor hereby transfers and conveys unto J. C. Dale, Jr. as 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:

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 amount owing on the aforesaid note, 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 owners or holders of said indebtedness as their interests may appear.

Trustor further agrees 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 owners and holders 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 owners 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 amount so paid shall bear interest at the highest lawful rate from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 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, 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 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 trustor, its order, successors or assigns.

It is further agreed that after one year from the date of this deed, the Grantors will release portions of the above described property from the lien of this installment deed upon receipt of payments upon the secured indebtedness as follows:

For release of lands lying west of the Old Dickerson Road (Old Springfield Pike) upon payment to Grantors of not less than $1,000.00 per acre for the land to be released.

For release of lands lying east of the Old Dickerson Road (Old Springfield Pike) upon payment to Grantors of not less than $1,500.00 per acre for the land to be released.

Upon payment of Grantors of the amount of any additional capital gains tax required to be paid by them on account of the prepayment of the secured indebtedness, and payment of any expense incident to the preparation and recording of the releases.

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.

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 22nd day of February, 1972.

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IDENTIF. REFERENCE
FEB 25 11 08 AM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Thomas Grizzard
THOMAS GRIZZARD

Dorothy F. Grizzard
DOROTHY F. GRIZZARD

"GRANTORS"

GOODLETTSVILLE DEVELOPMENT COMPANY, INC.

ATTEST:

Secretary

BY: H. S. Moss
President

"GRANTEE"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, G G Garrett Jr, a Notary Public in and forsaid County and State, THOMAS GRIZZARD, AND WIFE, DOROTHY F. GRIZZARD, 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 Goodlettsville Tennessee, this 22 day of February, 1972.

G G Garrett Jr
Notary Public

My Commission Expires: 7-23-74

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, G G Garrett Jr, a Notary Public of the State and County aforesaid, personally appeared H.S. Moss, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of the GOODLETTSVILLE DEVELOPMENT COMPANY, 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 office in Goodlettsville Tennessee, this 22 day of Feb., 1972.

G G Garrett Jr
Notary Public

My Commission Expires:

7-23-74

FEB25'72	CONV	*	188,140.00		
FEB25'72	MORT'G	*	188,140.00		
FEB25'72	S'TAX		A* 489.06		
FEB25'72	S'TAX		A* 186.10		
FEB25'72	PR'FEE		A* .50		
FEB25'72	W'DEED	-4-	A* 8.00	*	683.66