This instrument prepared by:
Don L. Smith, Attorney
4th Floor, American Trust Bldg.
Nashville, Tennessee 37201

Installment Deed

BOOK 4634 PAGE 781

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
McDowell Development Corp.	Same	MAP 163
(NAME:)	(NAME:)	
P. O. Box 149	Same	PAR 75, 90
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37202	Same	M.P
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Seventy Thousand Four Hundred Ninety-Two and no/100 ($470,492.00)---------- *Dollars, of which* One Hundred Seventeen Thousand Six Hundred Twenty-Three and no/100 ($117,623.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Hundred Fifty-Two Thousand Eight Hundred Sixty-Nine ($352,869.00)---------- *Dollars,* McDowell Development Corporation, a Tennessee corporation ha S *executed* a promissory note of even date herewith in the principal amount of Three Hundred Fifty-Two Thousand Eight Hundred Sixty-Nine ($352,869.00) Dollars, payable to the order of Ben A. Shelton in eight (8) equal annual installments of Forty-Four Thousand One Hundred Eight and 62/100 ($44,108.62) Dollars each plus interest at the rate equal to the prime rate being charged by First American National Bank of Nashville as of date payment due plus one (1%) percent with the maximum interest rate being ten (10%) percent per annum and the minimum interest rate being six (6%) percent per annum with the first installment and interest being due one year from date hereof and the remaining installments each year thereafter with the privilege of prepayment at any time after twelve (12) months from date, hereof 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,* Ben A. Shelton and wife, Carol D. Shelton *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:*

Two tracts of land in the 5th Civil District of Davidson County, Tennessee described by survey by Parrish-Ragan, Inc. of August 10, 1972, as follows:

TRACT NO. 1: Beginning at a point where the center of Mill Creek intersects the northerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is south 77° 52' east a distance of 874.2 feet from the centerline intersection of Bell Road with Blue Hole Road; thence with the center of Mill Creek north 45° 38' east a distance of 419.6 feet to a point; thence continuing with the center of Mill Creek north 2° 07' east a distance of 40.0 feet; thence leaving the center of Mill Creek south 87° 53' east 30.0 feet to a P.K. nail in 20 inch cedar at the top of bluff and continuing 1423.6 feet for a total of 1453.6 feet to a P.K. nail in top of a fence post; thence south 3° 46' west a distance of 213.6 feet to a P.K. nail in the top of a corner post by others and continuing 1.7 feet for a total of 215.3 feet to a point in the northerly margin of Bell Road; thence with the northerly margin of Bell Road in a westerly direction with a 2842.00 feet radius curve to the left a distance of 311.87 feet to a point; thence south 81° 56' west a distance of 732.3 feet to a point; thence with a 1380.33 feet radius curve to the right a distance of 486.65 feet to a point; thence north 77° 52' west a distance of 225.5 feet to the point of

STATE OF TENNESSEE, COUNTY OF DAVIDSON ss. The actual consideration or value whichever is greater, for this transfer is $470,492.00

Subscribed and sworn to before me this the 2nd day of September, 72

Affiant

My commission expires: [illegible] 1976 (Affix Seal)

Notary Public

beginning and containing 11.92 acres, more or less, as per survey by Parrish-Ragan, Inc., dated August 10, 1972.
Being part of the property conveyed to Ben Allen Shelton by deed from Ben A. Shelton and wife, Louise Allen Shelton, of record in Book 3614, page 107, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40' opposite and perpendicular to a point in the centerline of Bell Road that is South 77° 52' East a distance of 824.2' from the centerline intersection of Bell Road with Blue Hole Road; thence with the southerly margin of Bell Road South 77° 52' East a distance of 275.5' to a state highway monument; thence with a 1460.33' radius curve to the left a distance of 514.85' to a point; thence North 81° 56' East a distance of 732.3' to a point; thence with a 2762.00' radius curve to the right a distance of 424.21' to a broken monument that is 40' opposite the centerline of Bell Road; thence South 75° 58' East a distance of 86.93' to a point that is 60' opposite the centerline of Bell Road; thence South 89° 16' East a distance of 96.92' to an iron pin in corner post, the northeast corner of the herein-described tract; thence leaving the easterly margin of Bell Road South 5° 16' West a distance of 337.00' to an iron pin by corner post; thence South 84° 44' East a distance of 40.00' to an iron pin; thence South 5°16' West a distance of 150.00' to an iron pin; thence South 34° 54' East a distance of 125.00' to an iron pin; thence South 20° 38' West a distance of 753.00' to an iron pin by others; thence South 9° 08' East a distance of 100.00' to an iron pin; thence North 77° 08' West a distance of 238.50' to an iron pin; thence South 4° 39' West a distance of 295.56' to a point in fence; thence South 3° 30' 15" West a distance of 822.96' to a point in fence; thence South 4° 47' 15" West a distance of 314.08' to a P.K. nail in corner stone; thence North 86° 47' West a distance of 1773.7' to a point in the center of Mill Creek; thence with the center of Mill Creek South 17° 49' East a distance of 261.4' to a point; thence South 1° 04' West a distance of 327.0' to a point; thence leaving the center of Mill Creek north 86° 58' West a distance of 1255.0' to a point in the easterly margin of Blue Hole Road; thence with the easterly margin of Blue Hole Road in a northerly direction with a 911.2' radius curve to the right a distance of

This is { unimproved ( ) / 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 1972 taxes and TVA transmission line easement.

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 .....
.....*hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith ....., *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

379.36'; thence with a 2044.84' radius curve to the left a distance of 453.85' to a point; thence North 16° 43' West a distance of 450.6' to a point; thence with a 961.68' radius curve to the right a distance of 297.37' to a point; thence with a 438.55' radius curve to the right a distance of 112.77' to a point; thence with a 935.61' radius curve to the right a distance 289.85' to a point; thence North 33° 29' East a distance of 46.7' to a point; thence leaving the easterly margin of Blue Hole Road North 46° 54' East a distance of 341.8' to a point in the center of Mill Creek; thence with the center of Mill Creek North 37° 46' East a distance of 257.4' to a point; thence North 50° 17' East a distance of 202.6' to a point; thence North 51° 56' East a distance of 309.6' to a point; thence North 61° 15' East a distance of 423.5' to a point; thence North 69° 57' East a distance of 232.0' to a point; thence North 42° 34' East a distance of 222.7' to the point of beginning and containing 206.81 acres, more or less, as per survey by Parrish-Ragan, Inc. dated August 10, 1972. Being property part of which was conveyed to Ben A. Shelton by deed from Robert A. McDowell and wife, Patricia McDowell, of record in Book 4037, page 888, Register's Office of said County. Part of the subject property was inherited by Ben Allen Shelton as the only heir-at-law of Ben A. Shelton, deceased, subject to the rights of homestead and dower in Louise Allen Shelton; and by deed of partition in Book 3769, page 39, said Register's Office title was vested in the said Ben Allen Shelton. The remaining part of the subject property is part of the property conveyed to Ben Allen Shelton by deed from Ben A. Shelton & wife, Louise Allen Shelton, of record in Book 3614, page 107, said Register's Office.

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Grantor will release from the lien retained herein upon payment of $2200.00 per acre for each acre so released inclusive of the down payment made hereunder.

The herein named Ben A. Shelton and Ben Allen Shelton are one and the same person.

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 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 2nd *day of* September, *19* 72

Ben A. Shelton

Carol D. Shelton

McDowell Development Corporation

By: Robert J. [illegible] President

[illegible] Sec-Treas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, WILLIAM J. BUTLER, *a Notary Public in and for said County and State,* BEN A. SHELTON AND CAROL D. SHELTON

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* 2ND *day of* SEPTEMBER, *19* 72

NOTARY PUBLIC

Commission expires July 28, 1976

William J Butler *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, WILLIAM J. BUTLER, *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 2ND *day of* SEPTEMBER, *19*72.

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, William J. Butler, *a Notary Public of the State and County aforesaid, personally appeared* Robert J. Young and DeWayne Bastelle, *with whom I am personally acquainted, and who, upon oath, acknowledged* them *self to be* President and Secty-Treasurer *of the* McDowell Development Corporation, *the within named bargainor, a corporation, and that* they *as such* President and Secty-Treasurer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themself *as* President and Secty-Treas.

Witness my hand and seal, at office in Nashville, Tennessee,
this 2nd *day of* Sept, *19*72

William J Butler *Notary Public*

Commission expires July 28, 1976

SEP-6-72	CONV	*	470,492.00	
SEP-6-72	MORT'G	*	352,869.60	
SEP-6-72	STATE TAX		A* 1,223.30	
SEP-6-72	STATE TAX		A* 350.90	
SEP-6-72	PR'FEE		A* .50	
SEP-6-72	R'DEED		A* 10.00	* 1,584.70

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201
D-217079

INSTALLMENT DEED

FROM
BEN A. SHELTON, et ux

TO
McDOWELL DEVELOPMENT
CORPORATION

B 74595

IDENTIF. REFERENCE

SEP. 6 10 37 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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