Deed prepared: James H. Hill, Atty., 320 So. Gallatin Rd., Madison, Tenn. 37115

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cheek, Morris etal (NAME)	Same (NAME)	
108 Oak Valley Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	41
Nash. Tenn. 37207 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	4 pt

FOR AND IN CONSIDERATION of the sum of One hundred forty seven thousand six hundred ninety-one dollars and 25/100----------(147,691.25)-----*Dollars, of which* Seventy-five thousand and no/100 ----------(75,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventy-two thousand six hundred ninety-one dollars and 25/100 ------(72,691.25)----------*Dollars,*

payable to the grantor herein the grantees have executed their Installment Deed note of even date for said amount and payable in thirty-nine (39) quarterly installments at the rate of $1,817.28 plus 6% interest with the fortieth (40) quarterly installment in the sum of $1,817.73 plus 6% interest, the first quarterly payment being due and payable ninety (90) days from date hereof and each quarter thereafter until paid in full. Pre-payments are granted to the grantee herein in minimum amounts of $2,000.00 per acre for the release of five (5) acres of land provided such release shall in no way impair the security position of the holder of the note and same is to be determine solely by the holder of the note.

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, The Whites Creek Bank and Trust Company, the executor of the Will of T. W. Dailey, Sr., the grantor *have this day bargained and sold, and do hereby transfer and convey unto the said* Cheek, Morris and Webb Development Co., a partnership, composed of Frank N. Webb, Harold E. Morris and Zack R. Cheek, the grantees and their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 10th Civil District of Davidsnn County, Tenn., being shown as Parcel No. 2 on a survey dated Sept. 10, 1972, made by G & G Engineering Co., and according to said survey is described as follows:

PARCEL NO. 2:

Beginning at a point, this point being an iron pin in the northern right-of-way line of Old Hickory Blvd. in the southeast corner of the Calvary Church of Christ property; thence North 0 deg. 55 min. East, 652.31 feet bounded by the Calvary Church of Christ property to an iron pin; thence North 89 deg. 06 min. West, 210.32 feet bounded by the Calvary Church of Christ property to an iron pin in a fence line; thence North 1 deg. 7 min. East, 957.61 feet along a fence line bounded by the R. L. Parrish property to an iron pin in the fence line; thence North 5 deg. 48 min. East, 749.19 feet along a fence line bounded by the W. C. Talley property to an iron pin in a fence corner; thence South 86 deg. 01 min. East, 1685.15 feet along a fence line bounded by the Dan McCool property to an iron pin in a fence corner; thence South 01 deg. 14 min. West, 1672.10 feet along a fence line bounded by the Paul J. Dunn and Mrs. P. J. Dunn properties to a concrete subdivision marker; thence South 53 deg. 27 min. West, 281.86 feet bounded by the Dalemere Subdivision to a concrete subdivision marker; thence South 53 deg. 28 min. West,

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 147,691.25

Subscribed and sworn to before me, this the 12 day of September 1972

Affiant

My commission expires: 1-22-73 (Affix Seal)

Notary Public

384.49 feet bounded by the Dalemere Subdivision to a concrete subdivision marker; thence South 60 deg. 28 min. West, 424.95 feet bounded by the Dalemere Subdivision to a concrete subdivision marker; thence South 19 deg. 20 min. West, 112.84 feet bounded by the Dalemere Subdivision to a concrete subdivision marker; thence South 21 deg. 31 min. West, 20.15 feet bounded by the Dalemere Subdivision to an iron pin in the northern right-of-way line of Old Hickory Boulevard; thence alone the northern right-of-way line of Old Hickory Boulevard with a curve to the left having a radius of 3,850 feet, a distance of 600.74 feet to an iron pin, this being the point of beginning of Parcel No. 2 and containing 84.395 acres.

Being part of the same property conveyed to T. W. Dailey and wife, Glenna Wilkerson Dailey, by deed from Leland Bush and wife, of record in Book 1578, page 505, Register's office for said County. The said T. W. Dailey having died testate with the said Glenna Wilkerson Dailey having predeceased him and by Will of reoord in Will Book 102, page 482, Probate Court Clerk's office for said County, devised subject property for sale and distribution purposes to Thomas W. Dailey, Jr. and Glenna May Dailey, Co-Executors therein. By decree of record in Minute Book 221, page 152, said Clerk's Office, said Co-Executors were allowed to resign and White's Creek Bank and Trust Company was appointed Successor Executor, and by decree of record in Minute Book 223, page 271, was authorized to sell and convey subject property.

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 grantees and their _____ *(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.*

we *further covenant and bind* ourselves and our _____ *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees and their _____ *(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 Frank N. Webb, Harold F. Morris and Zack R. Cheek, the grantees _____ *hereinafter referred to as trustors, hereby transfer and convey unto* Frank O. Teasley _____, *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 $ insurable interest *, 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.

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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 14th day of Sept., 1972

Frank N. Webb

Frank N. Webb

Harold F. Morris

Harold F. Morris

Zack R. Cheek

Zack R. Cheek

White's Creek Bank & Tr.Co., executor: by W. F. Teasley

W. F. Teasley, President

Attest Frank O. Teasley

Frank O. Teasley, Vice-President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Frank N. Webb, Harold F. Morris, Zack R. Cheek, *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 White's Creek, *Tennessee, this* 14th *day of* September, *19*72

Ella Johnson *Notary Public*

Commission expires 1-24-73

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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 personally 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, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* W.F.Teasley and Frank O. Teasley *, with whom I am personally acquainted, and who, upon oath, acknowledged* their *self to be* Pres. and Vice-Pres. *of the* Whites Creek Bank and Trust Co. *, the within named bargainor, a corporation, and that* they *as such* Pres. and Vice-Pres. *, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themself *as* Pres. and Vice-Pres.

Witness my hand and seal, at office in Whites Creek, Tennessee

this 14th *day of* September *, 19*72

Ella Johnson *Notary Public*

Commission expires 1-24-73

INSTALLMENT DEED

FROM

Whites Creek Bank and Trust Co., Executor of the Will of T. M. Bailey, SR.

TO

Cheek, Morris and Webb Development Co., a partnership composed of Frank N. Webb, Harold F. Morris, and Zack W. Cheek

B 7 6 8 3 6

IDENTIF. REFERENCE

SEP 21 11 11 AM '72

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

SEP21 72	CONV	90,000.00		
SEP21 72 72	CONV	57,691.25		
SEP21 72	MORT'G	72,691.25		
SEP21 72 S'TAX			A* 384.02	
SEP21 72 S'TAX			A* 70.70	
SEP21 72 PR'FEE			A* .50	
SEP21 72	W'DEED		A* 8.00	* 463.22

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS