INSTALLMENT DEED

This Instrument Was Prepared By:

JOHN G. DOAK, ATTORNEY
2525 Lebanon Road
Nashville, Tennessee 37214

BOOK 4648 PAGE 395

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FROM:

Robert L. Freeman, Trustee

TO:

Martin R. Bubis, Trustee

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $473,450.00.

Martin R Bubis
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 17th DAY OF Oct, 1972.

Anna George
Notary Public

My commission expires: 5-9-73

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ADDRESS NEW OWNER AS FOLLOWS:

I Martin R. Bubis, Trustee
I 944 Main Street
I Nashville Tenn 37206

SEND TAX BILLS TO:

Same

MAP-PARCEL NOS.

Map 75
101-99
PUV

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FOR AND IN CONSIDERATION OF THE SUM OF Four Hundred Seventy Three Thousand, Four Hundred Fifty and no/100 ($473,450.00) of which One Hundred Twenty Thousand ($120,000.00) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed an installment deed note of even date payable to the order of Robert L. Freeman, Trustee, in the principal amount of Three Hundred Fifty Three Thousand Four Hundred Fifty and no/100 ($353,450.00) Dollars payable in eight (8) successive annual installments of Forty Four Thousand One Hundred Eighty One and 25/100 ($44,181.25) each on the principal plus interest on the balance computed at the rate of Six and Three Fourths (6.75%)percent per annum; the first such payment of principal and interest shall be due and payable on the 20th day of July, 1973; and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

ROBERT L. FREEMAN, TRUSTEE, with full power to mortgage, sell, transfer or convey any part or all of the same without the joinder of any beneficiary, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto

MARTIN R. BUBIS, TRUSTEE, with full power to mortgage, sell, transfer or convey any part or all of the same without the joinder of any beneficiary, hereinafter called Grantee, his heirs, successors, representatives and assigns, certain real estate in Davidson County, Tennessee, as follows:

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

Two tracts of land in the Fourth Civil District of Davidson County, Tennessee, described as follows:

TRACT NO. I: Beginning at a point on the easterly margin of Old Hickory Boulevard, said point being South 12° 53' West 400 feet from the southwest corner of Tulip Grove, Section Two, as of record in Book 3700, page 122, Register's Office for Davidson County, Tennessee; thence South 77° 07' East 933.43 feet to a point; thence North 12° 53' East 140 feet to a point; thence North 13° 08' West 385.4 feet to a point in the southerly margin of said Tulip Grove Subdivision; thence South 83° 33' East 543.38 feet to a concrete marker; thence South 83° 29' East 870.59 feet to a concrete marker; thence South 83° 40' East 414.99 feet to a concrete marker; thence South 83° 29' East 550.99 feet to a concrete marker; said point being the southeasterly corner of said Tulip Grove, Section IV; thence continuing with the southerly boundary of the undeveloped Section of Tulip Grove, South 82° 38' East 350.0 feet to an iron pin; thence South 83° 51' 20" East 758.75 feet to an iron pin on the west bank of Scotts Hollow Branch; thence continuing with said branch, South 3° 56' West 410.4 feet to an iron pin; thence crossing said branch, South 85° 54' East 80.0 feet to an iron pin on the west margin of Tulip Grove Road; thence running with said right of way, South 30° 46' West 185.85 feet to a point of curve; thence continuing with said curve having a radius of 413.39 feet a distance of 250.13 feet to a point 25 feet from the centerline of said road; thence South 83° 46' West 5.0 feet to a point; thence continuing with said right of way, South 6° 14' East 325.0 feet to a point; thence South 83° 46' West 10.0 feet to a point; thence South 6° 14' East 136.5 feet to a point in the centerline of Stoner Creek; said point being 40.0 feet west of the centerline of said road; thence continuing with the centerline of said Creek, South 32° 58' West 255.0 feet to a point; thence South 59° 15' West 247.0 feet to a point; thence South 50° 00' West 148.0 feet to a point; thence North 64° 20' West 462.0 feet to a point; thence North 43° 20' West 248.0 feet to a point; thence North 64° 15' West 321.0 feet to a point; thence North 82° 55' West 254.0 feet to a point; thence South 75° 30' West 326.0 feet to a point; thence South 28° 55' West 183.0 feet to a point; thence South 7° 00' East 191.0 feet to a point; thence South 18° 00' East 286.0 feet to a point, said point being the northeast corner of the Eugene Hughes tract referred to in Book 409, page 312, in the Register's Office for Davidson County, Tennessee; thence leaving said centerline and running with the centerline of the Old Mill Lane, South 87° 24' West 1123.0 feet to an iron pin, said pin being the northwest corner of the Eugene Hughes Tract and the northeast corner of the Margaret B. Parker tract referred to in Book 1157, page 587, said Register's Office; thence continuing with said Old Mill Lane centerline South 88° 36' 40" West 1037.5 feet to an iron pin; thence South 87° 32' West 263.85 feet to an iron pin; thence South 86° 37' West 396.5 feet to an iron pin on the east margin of Old Hickory Boulevard, said point being the southwest corner of said tract and the northwest corner of the Margaret B. Parker tract; thence running with said margin and with a curve having a radius of 524.69 feet a distance of 87.0 feet to the point of tangent; thence continuing with said right of way North 12° 53' East, 2030.15 feet to the point of beginning and containing 189.38 acres, more or less.

TRACT NO. II: Beginning at an iron pin in the right of way of the new Tulip Grove Road, said point being the southwest corner of the Harry Black tract referred to in Book 1225, page 430, in the Register's Office for Davidson County, Tennessee; thence leaving said right of way and running with the centerline of the Old Tulip Grove Road road-bed South 42° 36' East 128.0 feet to a point in the centerline of Stoner Creek; thence running with said centerline South 37° 53' 50" West 94.6 feet to a point 40 feet east of the centerline of the new Tulip Grove Road; thence leaving said creek centerline and running with the new right of way North 6° 14' West 51.0 feet to a point 40 feet from said centerline; thence continuing with said right of way, South 83° 46' West 10.0 feet to a point; thence North 6° 14' West 120.0 feet to the point of beginning and containing 0.15 acres, more or less.

Being part of the property conveyed to M. E. Moore, Trustee, by deed from Clifton J. Benson and wife, Johnnie Cowgill Benson and Madge Lee Benson Vandiver, of record in Book 4432, page 808, Register's Office for Davidson County, Tennessee, and Robert L. Freeman having been named as the substitute trustee by instrument of record in book 4598, page 431, said Register's Office.

Upon Grantee providing a satisfactory survey or property description to Grantor, Grantor agrees to release from the lien created herein a Two (2) acre portion of the premises fronting on Old Hickory Boulevard agreed upon by Grantee and Grantor and an additional contiguous Thirty-six (36) acre portion of the premises located not closer than 400 feet from Old Hickory Boulevard (any release of land shall be as the Grantee designates so long as the land remaining under the lien created herein shall have at least 400 feet of frontage on Old Hickory Boulevard and be all in one parcel).

Also Grantor agrees to release additional portions of the premises from the lien created herein at any time after January 1st, 1973, upon payment by the Grantee to Grantor of Three Thousand ($3,000.00) Dollars per acre for lands located 400 feet east of Old Hickory Boulevard and of Three Thousand Five Hundred ($3,500.00) Dollars per acre for land fronting on Old Hickory Boulevard to a depth of 400 feet therefrom. Any such prepayment shall be credited on the indebtedness as the same matures and all portions of the premises to be released must be contiguous. Grantee shall be responsible for providing Grantor with such surveys and/or property descriptions as are necessary for the preparation of any releases.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate title and interest thereto belonging, to the said Grantee, his 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 as follows:

(1) A vendors lien retained in the Installment Deed of record in Book 4432, page 808, Register's Office for Davidson County, Tennessee, which lien shall be paid by the Grantor as the same shall mature. Grantor further agrees and promises that Grantor will secure co-extensive releases and/or partial releases from this lien simultaneously with his execution of releases and/or partial releases of the lien created herein. In event Grantor does not pay the existing lien as the same matures, the Grantee shall have the right to pay the same and obtain releases on the property in accordance with release provisions contained elsewhere herein.

(2) Rights of way for existing streets, highways and roadways.

(3) Easements for flowage of Stoner's Creek and Scotts Hollow Branch.

(4) Easement for slope and drainage granted to Metro by instrument of record in Book 4128, page 813, Register's Office for Davidson County, Tennessee.

(5) A life estate reserved on a portion of the premises together with an easement for ingress and egress thereto as described in the deed of record in Book 4432, page 808, Register's Office for Davidson County, Tennessee.

(6) Two month to month rental agreements, cancellable on Thirty (30) Day notice, one on the small frame rental house and one on the pasture.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto JOHN G. DOAK, TRUSTEE, his successors, and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ full insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 17th day of October, 1972.

Robert I. Freeman Trustee

Martin R Bulz Trustee

B 80927

IDENTIF. REFERENCE

OCT 20 11 26 AM '72

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Ref. mf. Em

OCT 20 72	CONV	*	.80	473,450.00
OCT 20 72	MORT'G	*	.80	353,450.00
OCT 20 72	S'TAX			A* 1,230.84
OCT 20 72	S'TAX			A* 351.40
OCT 20 72	PR'FEE			A* .50
OCT 20 72	W'DEED			A* 12.00 * 1,594.74

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert L. Freeman, Trustee and Martin R. Bubis, Trustee

the 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 17th day of October, 19 72.

Annie George Notary Public

Commission Expires 5-23-23

STATE OF
County of

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .