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Installment Deed

Prepared by Don L. Smith, Attorney
4th Floor, American Trust Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James F. Vance Berry, Trustee (NAME:)	Same (NAME:)	162
700 American Trust Bldg (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	12 Pt
Nashville, Tenn 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

- Fifty-nine Thousand Nine Hundred Sixty-two and 50/100 ($59,962.50) - - - - - - - *Dollars,*

of which

- Eleven Thousand Nine Hundred Ninety-two and 50/100 ($11,992.50) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

- Forty-seven Thousand Nine Hundred Seventy and No/100 ($47,970.00) - - - - - - - - *Dollars,*

JAMES I. VANCE BERRY, TRUSTEE, ha S. *executed* a promissory note of even date herewith payable to the order of McDowell Development Corporation in the principal amount of $47,970.00, payable in eight (8) equal annual installments of $5,996.25 plus interest at a rate equal to the prime interest rate being charged by First American National Bank of Nashville, Tennessee, on date payment is due plus one (1%) percent on the unpaid balance with the first payment being due one (1) year from date hereof and the remaining payments being due annually each year thereafter until the note and interest are paid in full. This note, or any part thereof, may be prepaid at any time without penalty. Notwithstanding anything contained therein to the contrary, the interest rate to be paid by the Grantee herein shall be no less than six (6%) percent per annum and no greater than ten (10%) percent per annum.

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,

McDOWELL DEVELOPMENT CORPORATION

have this day bargained and sold, and do hereby transfer and convey unto the said

JAMES I. VANCE BERRY, TRUSTEE, with full power to sell, mortgage or convey without joinder of any beneficiaries, his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being a tract of land in the Fifth Civil District of Davidson County, Tennessee, described by survey of Parrish-Ragan, Inc., of August 10, 1972, as follows: Beginning at a point in the westerly margin of Blue Hole Road, said point being 25 feet opposite and radial to a point in the centerline of Blue Hole Road that is in a southerly and westerly direction a distance of 1920.52 feet from the centerline intersection of Blue Hole Road with Bell Road, thence; with the westerly margin of Blue Hole Road in a southerly direction with a 985.61 feet radius curve to the left a distance of 45.22 feet to a point, thence; with a 488.55 feet radius curve to the left a distance of 125.63 feet to a point, thence; with a 1012.68 feet radius curve to the left, a distance of 313.20 feet to a point, thence; south 16° 43' east a distance of 450.6 feet to a point, thence; with a 1994.84 feet radius curve to the right a distance of 442.56 feet to a point, thence; with a 961.22 feet radius curve to the left a distance of 370.63 feet to a point; thence leaving the westerly margin of Blue Hole Road, north 87° 00' west a distance of 1641.1 feet to an iron pin by corner stone, thence; north 4° 17' east a distance of 1405.7 feet to an iron pin by corner post, thence; south 87° 15' east a distance of 721.2 feet to a corner stone with a chiseled "X", thence; North 2° 08' east a distance of 200.9 feet to an iron pin by corner post, thence; south

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 59,962.50

Subscribed and sworn to before me, this the 11th day of November, 1972

My commission expires Sept 12 1973 (Affix Seal)

Affiant

Notary Public

ERIE P. ETTER NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

88° 33' east a distance of 438.1 feet to an iron pin by corner post, thence; north 43° 32' east a distance of 76.5 feet to the point of beginning and containing 47.97 acres as per survey by Parrish-Ragan, Inc., dated August 10, 1972. Being the same property conveyed to McDowell Development Corporation, a Tennessee corporation by deed from Louise Allen Shelton, a widow, of record in Book 4634, Page 771, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a permanent easement and right-of-way for electric power transmission purposes vested in the United States of America, as of record in Book 2876, Page 107, Register's Office of Davidson County, Tennessee, and a T.V.A. transmission line easement, a private driveway across the northeasterly corner of the premises, and the encroachment of a fence line along the westerly boundary of the premises, all as depicted on the survey of Parrish-Ragan, Inc., Job No. 72-046, dated August 29, 1972.

Grantee shall be entitled to a release of the lien retained herein by paying $1,250.00 per acre for each acre to be released with such payment to be applied towards satisfaction of the note. Grantor shall have the right to approve the area being so released and such approval shall not be unreasonably withheld by Grantor. In addition, Grantee is entitled to receive a partial release of property up to twenty-five (25%) percent of the property conveyed herein at this time.

unimproved (X)
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 James I. Vance Berry, Trustee, his ..... *(successors), heirs and assigns forever.* it *covenant that* it is *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 noted herein and the 1972 taxes which are to be prorated at closing.

It ..... *further covenant and bind* itself, its successors ..... ~~HKK~~ *and representatives, to warrant and forever defend the title to said real estate to said* James I. Vance Berry, Trustee, his ..... *(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 James I. Vance Berry, Trustee, ... *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

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 16th day of November, *19* 72.

McDOWELL DEVELOPMENT CORPORATION

BY: Robert G. McDowell, Chm.

BY: Robert J. Young Pres.

James I. Vance Berry, Trustee

JAMES I. VANCE BERRY, TRUSTEE,
With Full Power to Sell, Mortgage or Convey
Without Joinder of Any Beneficiaries
but no further or otherwise

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* James I. Vance Berry, Trustee,

the within named 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 17th *day of* November, *19* 72

Imogene P. Etter *Notary Public*

Commission expires Sept. 12, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, William T. Butler, *a Notary Public of the State and County aforesaid, personally appeared* Robert A. McDowell and Robert T. Young themselves *with whom I am personally acquainted, and who, upon oath, acknowledged* ~~him~~ *to be* Chairman and President *of the* McDowell Development Corporation *the within named bargainor, a corporation, and that* ~~he~~ they *such* Chairman and President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves ~~himself~~ XXX *as* Chairman and President

Witness my hand and seal, at office in Nashville, Tennessee
this 16th *day of* November, *19* 72

William T. Butler *Notary Public*

Commission expires July 28, 1976

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $57,962.50 Affiant

Subscribed and sworn to before me this 22nd day of November 1972

Deputy Register

NOV22 72	CONV	57,962.50			
NOV22 72	MORT'G	47,970.00			
NOV22 72	S'TAX		A*	156.00	
NOV22 72	S'TAX		A*	46.00	
NOV22 72	PN'FEE		A*	.50	
NOV22 72	M'DEED		A*	8.00	* 210.50

INSTALLMENT DEED

FROM

McDOWELL DEVELOPMENT CORPORATION

TO

JAMES I. VANCE, BERRY, TRUSTEE

B 85023

IDENTIF. REFERENCE

Nov 22 8 59 AM '72

FELIX Z. WILSON II RECISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE