ADDRESS, NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Old Hickory Associates Limited	Same	5D 59 175
(NAME)	(NAME)	
3290 Northside Parkway, NW		5D 59 150
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Atlanta, Georgia 30327		183-1 &
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	183-2

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FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED THIRTY THOUSAND ($730,000.00) DOLLARS, of which ONE HUNDRED THIRTY FIVE THOUSAND ($135,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder FIVE HUNDRED NINETY FIVE THOUSAND ($595,000.00) DOLLARS, OLD HICKORY ASSOCIATES LIMITED, E. R. MICHAELS, JR., GENERAL PARTNER, has executed his promissory note of even date herewith in the principal sum of $595,000.00, the terms of which are incorporated herein by reference, with interest from the date of said note for the period of two years at the rate of eight (8%) percent per annum and thereafter at the rate of seven and one-half (7 1/2%) percent per annum until the unpaid balance is paid. The principal and interest shall be payable at such place as the Seller directs or at such other places as the holder may designate in writing, in lawful money of the United States, which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment. Said principal and interest shall be payable as follows, interest only shall be paid from the date of the note for a period of two years at the rate of eight (8%) percent per annum, and then the balance of said note shall be paid in three (3) equal installments plus interest at the rate of seven and one-half (7 1/2%) percent per annum until the day and the date five (5) years from the date of the note, when the entire balance of principal and interest shall be due and payable. The said note provides for the payment of attorney's fees in certain events and provides for the acceleration of payments at the option of the holder in certain contingencies. A lien is expressly retained on the land herein conveyed, WILLIE K. DAVIS, TRUSTEE (hereinafter called "Seller") has this day bargained and sold, and does hereby transfer and convey unto OLD HICKORY ASSOCIATES LIMITED, E. R. MICHAELS, JR., GENERAL

This Instrument Prepared By
Sellman, McCarley, Hollins and Pride
900 American Trust Building
Nashville, Tennessee

mail ->

The actual consideration or value which ... 730,000.00
... 27 ... Dec ... 72

PARTNER, (hereinafter called "Buyer"), his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED EXHIBIT "A" which is incorporated by this reference.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said OLD HICKORY ASSOCIATES LIMITED, E. R. MICHAELS, JR., GENERAL PARTNER, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, certain public utility and drainage easements and set back lines and dedicated of Hobson Drive to the State of Tennessee as shown on plat of record in Book 4460, page 34, Register's Office for Davidson County, Tennessee, and a cemetery approximately 100 feet by 100 feet approximately 391.1 feet South 59° 49' West of the intersection of Hobson Drive and Frontage Road, as shown on the boundary survey by Turner Engineering Company, Inc., dated December 14, 1972, and ponds as shown on said survey.

I further covenant and bind myself, my successors, heirs and representatives, to warrant and forever defend the title to the OLD HICKORY ASSOCIATES LIMITED, E. R. MICHAELS, JR., GENERAL PARTNER, his successors, heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectively securing the payment of said lien indebtedness; rendering unnecessary cour proceedings for the enforcement of said lien in the event of 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 OLD HICKORY ASSOCIATES LIMITED, E. R. MICHAELS, JR., GENERAL PARTNER, hereby transfers and conveys unto I. R. SCHULMAN, 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:

Buyer 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 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; 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 Buyer 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 ten (10%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Buyer shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes 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, or pay said other sums when due, as herein provided, Buyer 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 drom 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 thenpast 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 thirty days' notice to trustor and by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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 Buyer, his 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 "Buyer" when used herein shall apply to parties both singular and plural.

The attached Exhibits B, C, D, and E are expressly incorporated by this reference.

IN WITNESS WHEREOF, the parties to this instrument have signed their names on this the 29th day of December, 1972.

BUYER:

OLD HICKORY ASSOCIATES LIMITED

E. R. Michaels Jr.

E. R. MICHAELS, JR., GENERAL PARTNER

SELLER:

Willie K. Davis Jr.

WILLIE K. DAVIS, TRUSTEE

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, George V. CRAWFORD JR., a Notary Public in and for said County and State, E. R. MICHAELS, JR., 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 this 29th day of Dec., 1972.

GEORGE V. CRAWFORD, JR. NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC

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STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, George V. Crawford, Jr., a Notary Public in and for said County and State, _____, the within named bargainor, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____.

My commission expires:

_____
NOTARY PUBLIC

B 8 9 5 0 3

IDENTIF. REFERENCE

DEC 29 2 13 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, George V. Crawford, Jr., a Notary Public in and for said County and State, WILLIE K. DAVIS, 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, Tenn. this 29th day of Dec., 1972.

Geo V. Crawford
NOTARY PUBLIC

My commission expires:

My Commission Expires August 9, 1975

GEORGE V. CRAWFORD, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

DEC29 72	CONV	*		130,000 00	
DEC29 72	MORT'G	*		59,000 00	
DEC29 72	S'TAX		A*	1,898.00	
DEC29 72	S'TAX		A*	593.00	
DEC29 72	PR'FEE		A*	.50	
DEC29 72	W'DEED		A*	30.00	* 2,521.50

EXHIBIT "A"

A tract of land in the Fifth Civil District of Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a concrete monument in the westerly right-of-way line of Hobson Pike and being in the southeast corner of the herein described tract and the northeast corner of the Gilroy Church of Christ property and proceeding as follows:

In a westerly direction with the northerly line of the Gilroy Church of Christ property, North 82° 14' 18" West a distance of 168.81' to a concrete monument; thence continuing in a westerly direction along the northerly property line of the H. L. Paul property, North 83° 06' West a distance of 433.70' to a concrete monument; thence continuing with the northerly line of the Paul property, North 82° 31' 10" West a distance of 399.31' to a corner post; thence continuing in a westerly direction with the Louise Burkitt property, North 81° 54' 46" West a distance of 967.76' to an iron pin; thence North 82° 55' 39" West a distance of 1399.86' to an iron pin; thence North 80° 40' 56" West a distance of 200.08' to an iron pin, thence North 83° 12' 34" West a distance of 125.47' to a corner post in the easterly line of the E. E. Yenawine property; thence North 7° 40' 26" East a distance of 1053.57' to an iron pin; thence North 2° 57' 22" East a distance of 100.51' to a corner stone; thence North 8° 05' 23" East a distance of 589.66' to a corner stone in the southerly property of the Duiel Overton property; thence with the southerly line of the Overton property, South 84° 23' 18" East a distance of 1931.69' to a corner post; thence North 7° 08' 56" East a distance of 282.67' to a corner post in the southerly right-of-way line of a frontage road; thence with the frontage road, South 81° 52' 58" East a distance of 303.31' to an iron pin; thence continuing with the frontage road adjacent to I-24, South 41° 58' East a distance of 1077.13' to a concrete monument; thence North 48° 02' East a distance of 85' to a concrete monument in the southerly right-of-way of I-24 and being a monument in the limited access portion of I-24; thence with the southerly limited access right-of-way of I-24, South 41° 58' East a distance of 476' to a concrete monument; thence South 20° 43' East a distance of 79' to a concrete monument; thence South 16° 58' East a distance of 453' to a concrete monument; thence South 3° 13' West a distance of 219' to a concrete monument; said monument being the end of the limited access right-of-way to I-24; thence South 78° 51' East a distance of 15' to a concrete monument in the westerly right-of-way of Hobson Pike; thence with the westerly right-of-way of Hobson Pike, South 11° 09' West a distance of 87' to a concrete monument; thence South 13° 49' West a distance of 199.39' to a concrete monument; thence South 74° 23' East a distance of 19.74' to a concrete monument; thence South 15° 57' West a distance of 154.72' to the point of beginning.

Said tract contains 140.879 acres, more or less, as per survey by Turner Engineering Company dated December 14, 1972.

EXHIBIT B

Trustees and the owner or holder of the indebtedness secured hereby agree upon request of Trustor to provide a written statement of the then unpaid interest and principal amounts of the indebtedness and a statement of all uncured defaults in respect of the indebtedness or this deed.

EXHIBIT C

Notwithstanding any provision herein or in the Deed of Trust given to secure the obligation hereunder, the holder of this Note covenants and agrees with the Maker that in the event such holder shall take any action to enforce the collection of the indebtedness evidenced hereby or otherwise arising hereunder, the holder shall first proceed to foreclose its rights under the Deed of Trust instead of instituting suit on this Note, and, if as a result of such foreclosure and sale of the property described in said Deed of Trust, a lesser sum is realized than the amount then due and owing hereunder, the holder will never institute any action, suit, claim or demand in law or in equity against the Maker for or on account of such deficiency, provided however, that nothing in this paragraph shall in any way affect or impair the lien of the Deed of Trust or any representation or warranty of title made by Maker, all of which shall remain in full force and inure the benefit of the Maker and to any insurer of the title to the property described in said Deed of Trust.

EXHIBIT D

TRACT ONE

A tract of land in the Fifth Civil District of Davidson County, Tennessee more particularly described as follows:

BEGINNING at a concrete monument in the westerly right-of-way line of Hobson Pike and being the extreme southeast corner of Hobson Park and the northeasterly corner of the Gilroy Church of Ghrist property and proceeding as follows:

In a westerly direction along the northerly line of the Gilroy Church of Christ property, North 82° 14' 18" West a distance of 168.81' to a concrete monument; thence continuing in a westerly direction along the northerly property line of the H. L. Paul property, North 83° 06' West a distance of 433.70' to a concrete monument; thence North 43° 40' 30" East a distance of 403.50' to a concrete monument in the south and west boundaries of Hobson Drive, which has been dedicated to the State of Tennessee; thence with the south and west boundaries of Hobson Drive, North 44° 47' West a distance of 20' to a concrete monument; thence continuing North 44° 47' West a distance of 84.90' to a concrete monument; thence with a curve to the right having a radius of 326.63' a distance of 356.30' to a concrete monument; thence North 17° 43' East a distance of 154' to a concrete monument; thence with a curve to the left having a radius of 944.57' a distance of 288.50' to a concrete monument; thence North 0° 13' East a distance of 60' to a concrete monument; thence with a curve to the left having a radius of 294.08' a distance of 216.51' to a concrete monument; thence North 48° 02' East a distance of 85' to a concrete monument passing through a concrete monument 60' and being the extreme northwesterly portion of the dedicated right-of-way of Hobson Drive having a 60-foot right-of-way at this point; thence with the southerly limited access right-of-way of I-24, South 41° 58' East a distance of 476' to a concrete monument; thence South 20° 43' East a distance of 79' to a concrete monument; thence South 16° 58' East a distance of 453' to a concrete monument; thence South 3° 13' West a distance of 219' to a concrete monument, said monument being the end of the limited access right-of-way to I-24; thence South 78° 51' East a distance of 15' to a concrete monument in the westerly right-of-way of Hobson Pike; thence with the westerly right-of-way of Hobson Pike, South 11° 09' West a distance of 87' to a concrete monument; thence South 13° 49' West a distance of 93.04' to a concrete monument, said monument being in the northerly right-of-way of Hobson Drive (dedicated to the State of Tennessee); thence continuing South 13° 49' West a distance of 80' to a concrete monument in the southerly right-of-way of Hobson Drive; thence South 13° 49' West a distance of 26.35' to a concrete monument; thence South 74° 23' East a distance of 19.74' to a concrete monument; thence South 15° 57' West a distance of 154.72' to the point of beginning.

TRACT ONE shall be released by Seller to Purchaser subject to the provisions of this Agreement from the lien of the Installment Deed in recordable form in Tennessee upon payment by Purchaser to Seller of Fifteen Thousand and no/100 ($15,000.00) Dollars for each acre (said sum to be prorated for fractions of acres) sought to be released.

Seller shall be under no obligation to release any of the Tract One Property under the provisions of this paragraph except as follows:

(1) Purchaser shall have the right to designate the specific acreage to be released.

(2) The request for release by Purchaser must be in writing.

(3) The written request must include with it a plat of survey of the Tract One Property to be released prepared by a reputable surveyor licensed as such under the laws of the State of Tennessee prepared at the expense of Purchaser.

(4) The Tract One Property to be released shall be in parcels of contiguous acres.

(5) Except for the initial release each block must be contiguous to parcels previously released.

(6) Road frontage along I-24 will be released in the same ratio as the number of acres sought to be released bears to the total acreage of the Tract One Property as used herein. Road frontage means those portions of the property fronting on I-24 and extending, respectively, from such right-of-way to a uniform depth of 400 feet.

(7) Unreleased Tract One Property shall at all times have access to the one or the other of the frontage roads as shown on the plat of Hobson Park filed for record August 24, 1971 in Book 4460, Page 34, of Register's Office of Davidson County, Tennessee.

(8) Purchaser shall be entitled to release without any requirement for payments from the lien hereof portions of the Tract One Property to be dedicated for streets, utilities, or any other public or quasi-public purpose in connection with the development of the property; provided that prior to any such release Seller shall have approved in writing the location of such streets or easements, however, such approval shall not be unreasonably withheld.

Upon payment at any time, exclusive of down payment, by Purchaser to Seller of a sum of money for the release of Tract One Property, said payment shall entitle Purchaser to a release of said Tract One Property and shall reduce by such amount so paid the principal amount under said Note Payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A prepayment of an amount less than that required to release Tract One Property as provided hereinabove shall nevertheless serve as a partial payment on such release price which shall entitle Purchaser to a release thereof upon payment of the balance therefor, and such a prepayment shall also reduce by the amount paid the principal amount under said Note payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A payment of a principal sum made pursuant to the requirements of said Note will, in like manner, operate to release from said Deed to Secure Debt a number of acres equivalent in release price to said payment.

Anything hereinabove provided to the contrary notwithstanding, Purchaser shall be entitled to no release if Purchaser is in default in the observance or performance of Purchaser's obligation under said Note or said Deed to Secure Debt.

EXHIBIT E

TRACT TWO

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A tract of land in the Fifth Civil District of Davidson County, Tennessee, more particularly described as follows:

TO FIND THE POINT OF BEGINNING, beginning at a concrete monument in the westerly right-of-way line of Hobson Pike and being in the southeast corner of the herein described tract and the northeast corner of the Gilroy Church of Christ property and proceeding as follows: In a westerly direction with the northerly line of the Gilroy Church of Christ property, North 82° 14' 18" West a distance of 168.81' to a concrete monument; thence continuing in a westerly direction along the northerly property line of the H. L. Paul property, North 83° 06' West a distance of 433.70' to a concrete monument, being the point of beginning;

BEGIN in a westerly direction with the northerly line of the Paul property, North 82° 31' 10" West a distance of 399.31' to a corner post; thence continuing in a westerly direction with the Louise Burkitt property, North 81° 54' 46" West a distance of 967.76' to an iron pin; thence North 82° 55' 39" West a distance of 1399.86' to an iron pin; thence North 80° 40' 56" West a distance of 200.08' to an iron pin; thence North 83° 12' 34" West a distance of 125.47' to a corner post in the easterly line of the E. E. Yenawine property; thence North 7° 40' 26" East a distance of 1053.57' to an iron pin; thence North 2° 57' 22" East a distance of 100.51' to a corner stone; thence North 8° 05' 23" East a distance of 589.66' to a corner stone in the southerly property of the Duiel Overton property; thence with the southerly line of the Overton property, South 84° 23' 18" East a distance of 1931.69' to a corner post; thence North 7° 08' 56" East a distance of 282.67' to a corner post in the southerly right-of-way line of a frontage road; thence with the frontage road, South 81° 52' 58" East a distance of 303.31' to an iron pin; thence continuing with the frontage road adjacent to I-24, South 41° 58' East a distance of 1077.13' to a concrete monument; thence with a curve to the right having a radius of 294.08' a distance of 216.51' to a concrete monument; thence South 0° 13' West 60.00' to a concrete monument with a curve to the right having a radius of 944.57' a distance of 288.50' to a concrete monument; thence South 17° 43' West a distance of 154' to a concrete monument with a curve to the left having a radius of 326.63' a distance of 356.30' to a concrete monument; thence South 44° 47' East 84.90' to a concrete monument; thence South 44° 47' East a distance of 20.00' to a concrete monument; thence South 43° 40' 30" West 403.50' to a point, said point being the point of beginning.

TRACT TWO shall be released by Seller to Purchaser subject to the provisions of this Agreement from the lien of the Installment Deed in recordable form in Tennessee upon payment by Purchaser to Seller of Three Thousand Five Hundred ($3,500.00) Dollars for each acre (said sum to be pro rated for fractions of acres) sought to be released.

Seller shall be under no obligation to release any of the Tract Two Property under the provisions of this paragraph except as follows:

(1) Purchaser shall have the right to designate the specific acreage to be released.

(2) The request for release by Purchaser must be in writing.

(3) The written request must include with it a plat of survey of the Tract Two Property to be released prepared by a reputable surveyor licensed as such under the laws of the State of Tennessee prepared at the expense of Purchaser.

(4) The Tract Two Property to be released shall be in parcels of contiguous acres.

(5) Except for the initial release each block must be contiguous to parcels previously released.

(6) Road frontage along I-24 will be released in the same ratio as the number of acres sought to be released bears to the total acreage of the Tract Two Property as used herein. Road frontage means those portions of the property fronting on I-24 and extending, respectively, from such right-of-way to a uniform depth of 400 feet.

(7) Unreleased Tract Two Property shall at all times have access to the one or the other of the frontage roads as shown on the plat of Hobson Park filed for record August 24, 1971 in Book 4460, Page 34, of Register's Office of Davidson County, Tennessee.

(8) Purchaser shall be entitled to release without any requirement for payments from the lien hereof portions of the Tract Two Property to be dedicated for street, utilities, or any other public or quasi-public purpose in connection with the development of the property; provided that prior to any such release Seller shall have approved in writing the location of such streets or easements, however, such approval shall not be unreasonably withheld.

Upon payment at any time, exclusive of down payment, by Purchaser to Seller of a sum of money for the release of Tract Two Property, said payment shall entitle Purchaser to a release of said Tract Two Property and shall reduce by such amount so paid the principal amount under said Note payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A prepayment of an amount less than that required to release Tract Two Property as provided hereinabove shall nevertheless serve as a partial payment on such release price which shall entitle Purchaser to a release thereof upon payment of the balance therefor, and such a prepayment shall also reduce by the amount paid the principal amount under said Note payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A payment of a principal sum made pursuant to the requirements of said Note will, in like manner, operate to release from said Deed to Secure Debt a number of acres equivalent in release price to said payment.

Anything hereinabove provided to the contrary notwithstanding, Purchaser shall be entitled to no release if Purchaser is in default in the observance or performance of Purchaser's obligation under said Note or said Deed to Secure Debt.