INSTALLMENT DEED

This instrument was prepared by
[illegible], Attorneys
[illegible] Building
Nashville, Tennessee

ADDRESS NEW OWNER:

Dale Properties
811 Palmer Place
Nashville, Tennessee

SEND TAX BILLS TO:

Same

MAP-PARCEL NOS.

Map 178
Par. 20

M. O.

BOOK 1674 PAGE 15

FOR AND IN CONSIDERATION of the sum of Seventy-five Thousand and no/100---------- ($75,000.00)---------- of which None---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Seventy-five Thousand and no/100---------- ($75,000.00)---------- Dollars, the said grantees have executed their installment deed note in the amount of $75,000.00 payable in five equal annual installments of $15,000.00 each plus interest at 5% per annum payable on or before November1, 1973, November1, 1974, November1, 1975, November1, 1976 and November1, 1977

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, Perry Dale, Sr. and wife, Alberta G. Dale have this day bargained and sold, and do hereby transfer and convey unto the said Dale Properties, a Limited Partnership with Perry Dale, Jr. and J. Grandstaff Dale as General Partners, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land situated partly in the 9th (formerly 14th) Civil District of Davidson County, Tennessee, and partly in the 6th Civil District of Williamson County, Tennessee, being the farm owned by William J. Linton at the time of his death, and composed of several adjoining parcels, containing in all 773.6 acres, according to a survey made by W. H. Lyle, Surveyor, on February 20, 1915, and described according to said survey as follows:
BEGINNING at a stake in a field with two hackberry pointers, the Southwest corner of Grant No. 18527 from the State of Tennessee to Silas Linton, August 30, 1847; being also R. H. Bradley's West line South 3° West 98 poles to an ironwood, Bradley's Southwest corner; thence with Bradley's South line South 87° East 112 poles to a small elm, corner of the Linton land; and also Enoch Brown's Northwest corner; thence South 3° West 91-1/4 poles to a stake (formerly a dogwood and white oak) on top of a ridge, Linton's Southeast corner and Brown's Southwest corner; thence South 57° West 16 poles to a hickory; thence South 88° West 22 poles to a dogwood; thence North 39° West 33 poles to a stake; thence South 37-1/2° West 37 poles to a sugar tree in a hollow; thence North 59° West 60 poles to a black gum; thence south 37-1/2° West 60 poles to a stake; thence North 13-1/2° East 112 poles to a beech; thence North 31° West 95 poles to a poplar stump, beech pointer marked M. F. M. in the Linton Line and Mrs. Emma Pritchard's

Northeast corner; thence North 87° West 119 poles to a beech on a ridge, chestnut and beech pointers, Linton's Southwest corner; thence North 2° East with Dan Donaldson's East line 91 poles to a sourwood, his Northeast corner; thence North 88° West 34.5 poles to an ash, a short distance East of the Still House Road; thence North 34° East 21.8 poles; thence North 15° East 17.6 poles; thence North 24° East 34 poles; thence North 6° East 10.5 poles to an elm; thence North 43° East 30.3 poles; thence North 38° East 37 poles to a stake; thence North 78° East 17 poles to a sugar tree and beech; thence North 81° East 24 poles to a large white oak; thence South 28° East 54 poles to a white oak; thence North 73° East 41-1/2 poles to a beech; thence North 47° East 8 poles; thence North 24-1/2° East 16.4 poles; thence North 47° East 14.7 poles to a pile of stone; thence North 18-1/2° East 30 poles to a beech and gum, Linton's and S. S. Hester's corner; thence South 87° East passing a dogwood, sassafras and beech, Hester's Southeast corner at 119 poles, in all 234 poles to a beech, Linton's Northeast corner; thence South 3° West 85 poles to a hickory; thence West 16 poles to a stake; thence South 3° West 64 poles; thence South 87° East with Temple heirs line, 180 poles to a dogwood, chestnut and oak pointers, Linton's corner; thence South 3° West 80 poles with Enoch Brown's line to a beech, Linton's corner; thence North 87° west 356 poles to the beginning.

There is included in the above described tract but to be excluded therefrom, the following described tract of land:
Lying in the 9th Civil District and being a portion of the lands of which John S. Pritchard died, seized and possessed, described as follows: Beginning at a point in same Ureryes line (now John Inman's line) not far from the old Still House Branch, Dave Donaldson's N. W. corner and running thence East with said Donalson's line, passing his corner at 34 poles in all 128 poles to a sycamore (now a stone) the corner between the lands of the late John S. Pritchard and W. J. Linton; thence N. 1/2° E. 92 poles to white oak; thence N. 70° E. 13-1/2 poles to a stake near a large Red Oak and W. T. Beasley's South Boundary line of his Joslin tract; thence North 36 poles; thence North 44° West 10-1/2 poles; thence S. 83° W. 44-1/2 poles to a beech and sugar tree; thence S. 69-1/2° W. 18 poles; thence S. 45° W. 18 poles; thence S. 35° W. 14 poles to a stake near a Sweet gum on upper side of Old Linton Road opposite the mouth of the Still House Lane; thence S. 5° W. 17 poles to a stake in said lane; thence S. 40° W. 16 poles to an elm; J. B. Inman's N. E. corner, and said Beasley's S. E. corner of his Usery tract; thence S. 7° E. 11 poles to a stake on point at South edge of Still House Road; thence S. 24° W. 34 poles to a beech between the Still House branch and the road, said Inman's line; thence S. 10° E. 6 poles to a stake on east bank of said branch, thence S. 35° W. 16 poles to a falls in said branch; thence S. 25° West 15 poles to the mouth of the D. Donalson Branch; thence S. 70° W. 4 poles to the beginning, containing 89-1/2 acres and being the same property as conveyed in deed of W. J. Linton, Jr. and wife to William J. Linton in 1885.
And being the same tract of land conveyed by Richard S. West to W. T. Beasley by deed of record in Deed Book 505, page 68, R. O. Davidson County, Tennessee.

TRACT NO. 2: A tract of land located in the 6th Civil District of Williamson County, Tennessee, belonging to the estate of Coleman E. Brown, deceased, and described as follows:
BEGINNING at the southwest corner of the 150 acre tract, conveyed by George Lumsden to Enoch Brown; and running W. 233 poles more or less to MacPherson's East boundary line; thence N. with said line 23 poles to a down beech tree; thence W. 57 poles to a stake; thence S. 23 poles to a stake; thence W. 32 poles to a small white oak, beech and dogwood; thence N. 132 poles and 10 links to a stake; thence E. 150 poles to Bradley's corner; thence S. 95 poles to Bradley's corner; thence E. 3 poles to Bradley's corner; thence N. 95 poles to Bradley's corner; thence E. to the N. W. corner of Enoch Brown's 150 acre tract thence S. with said Brown's West boundary line 132 poles and 10 links to the beginning, containing 262 acres and 114 poles.

TRACT NO. 3: A tract of land located in the 6th Civil District of Williamson County, Tennessee, belonging to the estate of Coleman E. Brown, deceased, and described as follows:
BEGINNING at three hickories, Herrons corner or line and running E. 132 poles to a fallen poplar, wild cherry and three sugar trees; thence S. 44 poles to a hickory, three black oaks, and S. W. Road; thence

S. 74-1/2° E. 18-1/2 poles to a hickory; thence N. 64° E. 14 poles to a Black Oak and S. wood; thence S. 60° E. 27 poles to a beech Sourwood and black oak; thence S. 15P E. 22 poles to a stake; thence S. 4° W. 38 poles to a white oak and chestnut; thence S. 25P W. 28 poles to a dogwood and chestnut; thence S. 35° W. 60 poles to a Road: thence S. 29° E. 47 poles to a road: thence S. 7° W. 72 poles to a beech, Bradley's corner; thence N. 64° W. 74 poles to a sourwood and dogwood; thence N. 10 poles to a beech, T.H.P.; thence W. 8 poles to a beech, Bradley's corner; thence N. 85 poles to a dogwood and two sassafras; thence W. 163 and 1/3 poles to a beech; thence N. 168 poles to the beginning, containing 211 acres, more or less and lying and being in the 6th Civil District of Williamson County, Tennessee.

BEING the same property conveyed to Perry Dale, Sr. and wife, Alberta G. Dale by deed from Karen M. West, a widow of record in Book 2030, Page 79 Register's Office for Davidson County, Tennessee and in Deed Book 95, page 431 Register's Office for Williamson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dale Properties, a Limited Partnership, with Perry Dale, Jr. and J. Grandstaff Dale as General Partners its 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 for 1972 taxes which grantee assumes.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Dale Properties, its successors 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 Dale Properties, a Limited Partnership with Perry Dale, Jr. and J. Grandstaff Dale as General Partners hereinafter referred to as trustors, hereby transfer and convey unto J. M. Grissim, Trustee, his successors and assigns, th 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, ahd, 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 and Williamson 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 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 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 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 in the Register's Office for Williamson 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 on this the 1 day of ~~September~~ November, 1972.

Perry Dale, Sr.

Alberta G. Dale

DALE PROPERTIES

By Perry Dale, Jr., General Partner

J. Grandstaff Dale, General Partner

B92054

T
IDENTIF. REFERENCE

JAN 23 10 23 AM '73

FELIX A. ANDERSON, REGISTER
DAVIDSON COUNTY, TENN.

JAN23 CONV 75,000.00
JAN23 MORT'G 75,000.00
JAN23 S'TAX A* 195.00
JAN23 S'TAX A* 73.00
JAN23 PR'FEE A* .50
JAN23 W/DEED A* 12.00 280.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Virginia Phillips, a Notary Public in and for said County and State, Perry Dale, Sr. and wife, Alberta G. Dale, Perry Dale, Jr. and J. Grandstaff Dale, 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 1 day of ~~September~~ November, 1972.

Virginia Phillips
Notary Public

My commission expires: 8-18-75

NOTARY PUBLIC · DAVIDSON COUNTY, TENNESSEE · VIRGINIA PHILLIPS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $75,000.00.

Affiant

Subscribed and sworn to before me on this the 1st day of November, 1972.

Virginia Phillips
Notary Public

My commission expires: 8-18-75

NOTARY PUBLIC · DAVIDSON COUNTY, TENNESSEE · VIRGINIA PHILLIPS