This instrument prepared by:
Willis, Knight & Barr
700 Union Street
Nashville, Tennessee 37219

Installment Deed

BOOK 4682 PAGE 442

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
McDowell Development Corp. (NAME)	Same (NAME)	
301 Plus Park Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	106 115
Nashville, Tenn. 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	AE

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND AND NO/100 ($65,000.00) *Dollars, of which* FIFTEEN THOUSAND AND NO/100 ($15,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars,* McDowell Development Corp. *has executed* its promissory note of even date herewith payable to the order of Thomas L. Cummings, Jr., in the amount of Fifty Thousand and no/100 ($50,000.00) Dollars, plus interest thereon, said principal and interest being payable as provided for therein, the maker having reserved the right to prepay the principal and interest at anytime, without penalty.

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, Thomas L. Cummings, Jr. has does *this day bargained and sold, and do hereby transfer and convey unto the said* McDowell Development Corp. its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land lying in the 31st Councilmanic District, formerly the 2nd Civil District, of Davidson County, Tennessee. Said tract of land being further described as being a portion of the reserved tract on the Plan of Cummings Park, Section 1, as of record in Book 4460, page 8, Register's Office of Davidson County, Tennessee.
Beginning at a concrete monument lying on the westerly margin of Cummings Park Drive, said monument being further described as the northeast corner of Lot 6 on the Plan of Cummings Park, Section 1, as of record in Book 4460, page 8, Register's Office of Davidson County, Tennessee; thence leaving the said westerly margin of Cummings Park Drive and running with the northerly line of said lot 6 north 88° 19' west a distance 360.50 feet to a concrete monument; thence north 75° 09' west a distance of 180 feet to a concrete monument; thence north 62° 55' west a distance of 278.30 feet to a point in the center line of Mill Creek; thence leaving the said northerly line of Lot 6 and running with the said center line of Mill Creek north 41° 17' 16" east a distance of 39.33 feet to a point; thence north 38° 59' 30" east a distance of 100.28 feet to a point; thence north 37° 17' 34" east a distance of 100.50 feet to a point; thence north 35° 01' 40" east a distance of 100.98 feet to a point; thence north 38° 42' 35" east a distance of 79.54 feet to a point; thence leaving the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 65,000.00

Subscribed and sworn to before me, this the 21 day of February 1973

Affiant

My commission expires My Commission Expires November 13, 1973

Notary Public

said center line of Mill Creek south 88° 19' east a distance of south 539.38 feet to a point on the westerly margin of the proposed extension of Cummings Park Drive; thence running with the said westerly margin of the proposed extension of Cummings Park Drive south 1° 41' west a distance of 407.98 feet to a concrete monument; thence leaving the said westerly margin of the proposed extension of Cummings Park Drive and running along the northerly line of the cemetery north 84° 37' 39" west a distance of 69.32 feet to a concrete monument; thence leaving the said northerly line of the cemetery and running with the westerly line of the cemetery south 2° 29' 34" west a distance of 66.08 feet to a concrete monument; thence leaving the said westerly line of the cemetery and running with the southerly line of the cemetery south 84° 37' 39" east a distance of 66 feet to a concrete monument; thence leaving the said southerly line of the cemetery north 5° 22' 21" east a distance of 66 feet to the concrete monument lying on the said westerly margin of the proposed extension of Cummings Park Drive; thence leaving the said easterly line of the cemetery and running with the said westerly margin of the proposed extension of Cummings Park Drive south 1° 41' west a distance of 92.02 feet to the point of beginning, containing 7.28, more or less, acres, according to a survey conducted by James L. Murphy, Jr. and Company, as of record in Book 4595, page 140, Register's Office of Davidson County, Tennessee. The foregoing description excludes therefrom that certain cemetery lot excluded in the deed to Thomas L. Cummings, Jr., of record in Book 4413, page 980, Register's Office of Davidson County, Tennessee.
Being part of the property conveyed to Thomas L. Cummings, Jr. by deed from Cummings Realty Co., Inc., of record in Book 4413, page 980, Register's Office of Davidson County, Tennessee.
Ann James Cummings, wife of the grantor, joins herein for the purpose of relinquishing and quitclaiming unto the grantee, any and all marital interests which she may have in said property.

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 McDowell Development Corp. its *(successors), 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.* except for: taxes for 1973, which have been pro rated and assumed by grantor;

A drainage easement for Mill Creek, a flood line, a witness line, a 20-foot sewer easement depicted according to that certain instrument of record in book 4591, page 406, Register's Office of Davidson County, Tennessee, a 30-foot minimum building setback line from the westerly margin of proposed Cummings Park Drive and existing Cummings Park Drive, and conditions of owner's certificate, as shown on the plan of Cummings Park, Section 2, of record in Plan Book 4595, page 140, Register's Office of said County.

Thomas L. Cummings, Jr. *further covenants and binds* his *heirs and representatives, to warrant and forever defend the title to said real estate to said* McDowell Development Corp. its *(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 McDowell Development Corp. *hereinafter referred to as trustors, hereby transfer and convey unto* Frank Grace, Jr., *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.

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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 15 *day of* Feb., *19* 73

Thos. L. Cummings Jr.

Ann James Cummings

McDonel Development Corp.

Robert J. Lanier President

Wm. Wayne Corbett SEC-TREA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Wanda M. Bates, *a Notary Public in and for said County and State,* Thomas L. Cummings, Jr. and Ann James Cummings

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* 15th *day of* February, *19* 73

Wanda M. Bates *Notary Public*

Commission expires [illegible]

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STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, Rick P. Smith, a Notary Public in and for said County and State, Robert J. Gibson, Pres. & Wayne Brackett, Sec. Mrs. D. McDaniel Chattanooga Corp. the within named bargainor, 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, Tenn. this 21 day of February, 1973

Rick P. Smith Notary Public

My Commission Expires November 13, 1972
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 .....

FEB21 73	CONV	65,000.00			
FEB21 73	MORT'G	50,000.00			
FEB21 73	S'TAX		A*	169.00	
FEB21 73	S'TAX		A*	48.00	
FEB21 73	PR'FEE		A*	.50	
FEB21 73	W'DEED		A*	8.00	* 225.50

INSTALLMENT DEED

FROM

THOMAS L. CUMMINGS, JR.

TO

McDOWELL DEVELOPMENT CORP.

B 9 5 4 7 0

IDENTIF. REFERENCE

FEB 21 1 56 PM '73

DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE