This Instrument Was Prepared By

BOOK 4683 PAGE 48 **Installment Deed** Dewey W. Pedigo (MEI

Of The Law Firm of Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
McDowell Development Corp.	Same	102
(NAME:) P. O. Box 149	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37202	(STREET ADDRESS)	Part
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twelve Thousand Three Hundred Forty Eight and 80/100 ----------($112,348.80)---------- *Dollars,*

of which Twenty Seven Thousand Four Hundred Eighty Nine and 60/100 ----------($27,489.60)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eighty Four Thousand Eight Hundred Fifty Nine and 20/100 ----------($84,859.20)---------- *Dollars,*

McDowell Development Corporation, a Tennessee corporation has executed its promissory note of even date herewith in the principal amount of $84,859.20 payable to the order of George W. Holcomb, Jr. and wife, Alice I. Holcomb, in five annual installments of $16,971.84 each, plus interest at the rate of 7% per annum, with the first installment falling due one year from date hereof, and privilege is reserved by the grantee herein of prepaying said note in part or in full at any time without penalty, and privilege is hereby reserved by the holder of the note herein to demand payment in full at any time on or after first payment date upon giving thirty days written notice to the grantee herein,

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, We, GEORGE W. HOLCOMB, JR. and wife, ALICE I. HOLCOMB,

have this day bargained and sold, and do hereby transfer and convey unto the said McDOWELL DEVELOPMENT CORPORATION, a Tennessee corporation, its

(successors), heirs and assigns,

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

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner and Sumner, Inc., Engineers, dated March 29, 1967, described as follows:
Beginning at a point in the center of Old Hickory Boulevard said point being North 87° 15' West 635 feet from the northwest corner of the property conveyed to George W. Holcomb, Jr. by deed from record in Book 3862, page 861, Register's Office for said County, thence South 0° 03' West 131 point 27 feet, thence South 30° 19' East 54 feet, thence South 10° 02' East 126.55 feet, thence South 9° 10' West 116.60 feet, thence South 15° 52' East 133.57 feet, thence South 30° 05' East 108.98 feet, thence South 42° 48' East 129.18 feet, thence South 59° 35' East 195 feet, thence South 23° 47' East 151 feet, thence south 12° 57' East 2,958.54 feet, thence South 29° 09' West 85 feet, to the Cumberland River, thence with the same North 80° 45' West 1,108 feet, thence North 81° 45' West 30 feet, thence North 7° 23' West 3,789.72 feet to the center of Old Hickory Boulevard, thence with the center of Old Hickory Boulevard South 88° 06' East 542.43 feet to the beginning, containing 79.68 acres, more or less.
Being the same property conveyed to George W. Holcomb, Jr. by deed from Mary Frances Buchanan Brown of record in Book 3931, page 868, Register's Office for Davidson County, Tennessee.

MARY ENSEY NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $112,348.80

Subscribed and sworn to before me, this the 22nd day of February, 19 73

Affiant

My commission expires: 4/25/76 (Affix Seal)

Notary Public

unimproved ( )
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 Corporation, its *(successors), heirs 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 taxes for 1973 which are prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* McDowell Development Corporation, a Tennessee corporation, 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 Corporation, a Tennessee corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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 22nd *day of* February, *19* 73

George W. Holcomb, Jr.

Alice I. Holcomb

McDOWELL DEVELOPMENT CORPORATION

By: President

Sec-Treas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, *a Notary Public in and for said County and State,* George W. Holcomb, Jr. and wife, Alice I. Holcomb

the within named bargainor S, *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 22nd *day of* February, *19* 73.

Mary Emery
Notary Public

Commission expires 4/25/76

STATE OF .....
COUNTY OF .....

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.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in Nashville, Tennessee
this 22nd *day of* February, *19* 73

Mary Emery
Notary Public

Commission expires 4/25/76

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201 21876

INSTALLMENT DEED

FROM
George W. Holcomb, Jr. et ux.

TO
McDowell Development Corporation

395749

IDENTIF. REFERENCE

FEB 23 9 23 AM '73

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

FEB23	CONV	90,000.00			
FEB23	CONV	22,348.80			
FEB23	MORT'G	84,859.20			
FEB23	S'TAX		A*	291.98	
FEB23	S'TAX		A*	82.90	
FEB23	PR'FEE		A*	.50	
FEB23	W'DEED		A*	8.00	* 383.38

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