THIS INSTRUMENT WAS PREPARED BY JOHN D. WHALLEY, SEVENTH FLOOR, Mail
THIRD NATIONAL BANK BUILDING, NASHVILLE, TENNESSEE 37219.

INSTALLMENT DEED

BOOK 4691 PAGE 70

Address new owner as follows:	Send tax bills to:	Map-Parcel No.
J.M.R. Development Co., Inc. Reedwood Drive Nashville, Tennessee 37217	Same	140 M. 141 16-9 P.68 10- Pw

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY-FIVE THOUSAND THIRTEEN and 77/100 ($225,013.77) DOLLARS, of which SIXTY-FIVE THOUSAND TWO HUNDRED SIXTY-THREE and 77/100 ($65,263.77) DOLLARS has been paid in cash by J.M.R. DEVELOPMENT COMPANY, INC., a Tennessee corporation, the receipt of which is hereby acknowledged, and for the further consideration that the said J.M.R. DEVELOPMENT COMPANY, INC., has assumed and agreed to pay an indebtedness in the sum of FORTY-NINE THOUSAND TWO HUNDRED SIXTY-FOUR and NO/100 DOLLARS, representing the principal balance of an original principal note in the amount of NINETY-TWO THOUSAND THREE HUNDRED SEVENTY and NO/100 ($92,370.00) DOLLARS, payable to John Smallman Cowden and wife, to Lineberger Development Co., of record in Book 4228, page 41, and for the remainder of ONE HUNDRED TEN THOUSAND FOUR HUNDRED EIGHTY-SIX and NO/100 ($110,486.00) DOLLARS, the said J.M.R. DEVELOPMENT COMPANY, INC., has executed and delivered its Promissory Note payable to LINEBERGER DEVELOPMENT CO., a Tennessee corporation, in ten (10) consecutive annual installments of ELEVEN THOUSAND FORTY-EIGHT and 60/100 ($11,048.60) DOLLARS, each, together with interest at the rate of seven and one-half (7-1/2%) percent, per annum, on the unpaid balance, commencing on the 30th day of March, 1974, and the final payment of $11,048.60 due on or before March 30, 1983, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, LINEBERGER DEVELOPMENT CO., has this day bargained and sold and does hereby transfer and convey unto the said J.M.R. DEVELOPMENT COMPANY, INC., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Four tracts of land in the Ninth Civil District of Davidson County, Tennessee, as follows:

TRACT NO. 1: Beginning at a highway marker located 160 feet southerly from the centerline of Sta. 127+42.0 of I-40, being the intersection of I-40 and the northerly margin of the Louisville and Nashville Railroad, a 100-foot right-of-way; thence with said southerly right-of-way of Interstate 40 north 87° 20' east 158.03 feet to a highway marker; thence north 2° 40' west 10.00 feet to a highway marker; thence north 87° 20' east 292.11 feet to a highway marker; thence with a 4,905.51 foot radius curve right a distance of 2304.79 feet to a highway marker; thence south 65° 45' east 925.9 feet to a point in the centerline of the Harpeth River; thence leaving right-of-way of I-40 and proceeding southwesterly with the meanders of the centerline of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 225,000.00

Subscribed and sworn to before me, this the 30 day of March 19 73.

Affiant

My commission expires: Aug. 3 1975 (Affix Seal)

Notary Public

the Harpeth River 1875 feet, more or less, to the point in the river at the intersection of northerly margin of the Louisville & Nashville Railroad; thence with the northerly margin of Louisville & Nashville Railroad, northwesterly and with a 5679.6 foot radius curve right a distance of 1070 feet, more or less, to a point; thence continuing with said northerly margin north 47° 59' west 1437.9 feet to the point of beginning and containing 66.7 acres, more or less.

TRACT NO. 2: Beginning at a highway marker 190 feet southerly from the centerline of Sta. 126+30 of I-40, being the intersection of the southerly right-of-way of I-40 and the southerly margin of the Louisville & Nashville Railroad, a 100-foot right-of-way; thence with said southerly margin of Louisville & Nashville Railroad, south 47° 59' east 1496.4 feet to a point; thence with a 5779.6 foot radius curve left a distance of 1070 feet, more or less, to a point in the Harpeth River; thence southerly and with the meanders of the centerline of the Harpeth River 930 feet, more or less, to a point in the river; thence leaving the Harpeth River north 81° 47' 30" west 3282.5 feet to a hub; thence north 5° 15' east 497.19 feet to a point; thence north 36° 41' west 523.63 feet to a point; thence north 12° 32' west 105.44 feet to a dogwood; thence north 3° 22' west 126.10 feet to a fence post; thence north 31° 58' west 31.99 feet to a hackberry; thence north 51° 53' west 58.84 feet to a hackberry; thence south 88° 23' west 537.66 feet to a stump; thence north 58° 55' west 722.13 feet to a bolt in root of hackberry; thence north 48° 52' west 149.69 feet to a point; thence north 3° 31' west 106.06 feet to the southerly right-of-way of I-40 being 245 feet southerly from centerline Sta. 96+08, more or less, of I-40; thence with said southerly right-of-way as follows: North 87° 20' east 237.33 feet, north 2° 40' west 55.00 feet, north 87° 20' east 779.26 feet, south 2° 40' east 20.00 feet, north 87° 20' east 150.00 feet, north 2° 40' west 20.00 feet; north 87° 20' east 1855.10 feet to the point of beginning and containing 152.1 acres, more or less.

TRACT NO. 3: Described according to a survey made by John M. Sullivan, Engineer, dated April 5, 1968, as follows:

Beginning at a concrete marker on the northerly margin of I-40 at the intersection of the southwesterly right-of-way of the L & N Railroad; thence with said right-of-way line and a fence north 49° 27' west 119.4 feet and north 48° 46' west 575.1 feet to the southeasterly margin of Newsom Station Road; thence with said Road south 21° 04' west 8.5 feet, south 23° 09' west 101.2 feet, south 34° 23' west 103.3 feet, south 46° 01' west 104.35 feet, south 52° 15' west 44.2 feet, south 32° 09' east 16 feet, south 63° 46' west 142 feet, south 31° 34' east 10 feet, south 68° 26' west 15 feet, south 76° 19' west 100 feet and south 81° 29' west 102.5 feet to the northerly

margin of the right-of-way of I-40; thence with said right-of-way, north 86° 34' east 215.3 feet and north 86° 34' east 425.3 feet; thence south 2° 30' east 39.7 feet; thence north 86° 30' east 445.7 feet to the beginning, containing 4.34 acres, more or less.

Said Tracts Nos. 1, 2 and 3 being the same property conveyed to Lineberger Development Co., a Tennessee corporation, by deed from John Smallman Cowden and wife, of record in Book 4228, page 41, Register's Office for said County.

TRACT NO. 4: Being part of Lot 3 on the Plan for the Division of the Joseph Newsom Lands as recorded in Book 1, page 25, Chancery Court, Davidson County, Tennessee, and being a portion of Tract 1 of the R. N. Hutton Estates as surveyed by G. Barry Greer, Surveyor, dated January 25, 1972, and more particularly described as follows:

Beginning at a state highway right-of-way monument in the southerly right-of-way of I-40 and 700 feet southeast of the center line of Harpeth River and proceeding as follows: South 07° 50' west a distance of 53 feet to the center line of an access road easement conveyed to the United States of America as recorded in Book 4116 page 151, R.O.D.C.; thence continuing with the center line of said access road, northwest a distance of 47.8 feet to a point; thence around a curve to the left on the center line of said road easement with a radius of 440.74 feet a distance of 440.77 feet to a point; thence in a southwesterly direction along the center line of said road easement a distance of 172 feet to a point; thence north 68° 34' west a distance of 447.9 feet to the center line of the Harpeth River; thence north 55° 00' east a distance of 136.67 feet to a point; thence along the center line of said river, north 50° 46' east a distance of 328.2 feet to a point in the center line of the Harpeth River and the southerly right-of-way of I-40; thence along the southerly right-of-way of I-40, south 68° 34' east a distance of 700 feet to the concrete monument which is the point of beginning. Said tract contains 4.76 acres per Turner Engineering Company description dated November 7, 1972.

Being the same property conveyed to Lineberger Development Company, a Tennessee corporation, by deed from R. Hutton Buchanan and Jack P. Pickard, of record in Book 4687, page 431, Register's Office for said County.

This is unimproved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J.M.R. DEVELOPMENT COMPANY, INC., its successors and assigns forever. Undersigned covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as follows:

1. Vendor's lien retained in deed from John Smallman Cowden and wife, to Lineberger Development Co., dated April 16, 1968, and recorded in Book 4228, page 41, Register's Office for Davidson County, Tennessee, to secure the payment of a note for $73,896.00, payable as therein specified. (This is a lien on Tracts Nos. 1, 2, and 3 of premises).

2. Lack of direct access to Highway I-40 from the premises in question, such right of access having been granted to the State of Tennessee, as condemned in Suit No. 58907 in Second Circuit Court of Davidson County, Tennessee, of record in Minute Book 83, page 229, a certified copy of which is of record in Book 3369, page 316, Register's Office for Davidson County, Tennessee. (This applies to Tracts Nos. 1, 2 and 3 of premises).

3. Easement for right-of-way of an electric power line across premises granted Tennessee Power Company by James B. Ezell and wife, and other rights as set out therein, of record in Book 787, page 7, Register's Office for Davidson County, Tennessee. (This applies to Tracts Nos. X, 2 and X of premises).

4. Easement for right-of-way of all roads, the Nashville-Chattanooga and St. Louis Railroad and spur tracks, if any, lying within boundaries of premises. (This applies to Tracts Nos. 1, 2 and 3 of premises).

5. Easement and right-of-way for an electric power transmission line on and across premises with rights of ingress and egress and other rights and privileges as set out in grant to the United States of America, by John Smallman Cowden and wife, of record in Book 4193, page 903, Register's Office for Davidson County, Tennessee. (This applies to Tracts Nos. X, 2 and X of premises).

6, Deed from Robert Newsom Hutton to State of Tennessee for the use and benefit of the Department of Highways and Public Works, dated January 19, 1960, filed March 22, 1960, and recorded in Book 3033, page 185, Register's Office for Davidson County, Tennessee, contains the following provision: "The Grantor will have right of access to frontage roads both north and south of the above described land and on the land that did belong to C. T. Braswell." (This applies to Tract No. 4 of the premises).

7. Liability is excepted by reason of lack of direct access to Interstate Highway No. I-40 from the premises in question, such right of access having been granted the State of Tennessee by deed of record in Book 3033, page 185, Register's Office for Davidson County, Tennessee. (This applies to Tract No. 4 of premises).

8. Liability is excepted by reason of a permanent easement and right-of-way conveyed to United States of America by instrument of record in Book 4116, page 151, Register's

Office for Davidson County, Tennessee. (This applies to Tract No. 4 of premises).

9. Easement for right-of-way of an electric power line across the premises granted the Tennessee Electric Power Company by R. N. Hutton and wife, and other rights, as set out in instrument of record in Book 787, page 17, Register's Office for Davidson County, Tennessee. (This applies to Tract No. 4 of premises).

10. Liability is excepted by reason of an easement and right-of-way for a water line condemned by the United States of America across the subject property. A certified copy of the decree in said case is of record in Book 4364, page 895, Register's Office for Davidson County, Tennessee. (This applies to Tract No. 4 of premises).

LINEBERGER DEVELOPMENT CO., further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to said J.M.R. DEVELOPMENT COMPANY, INC., 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 hereby acknowledged, the said J.M.R. DEVELOPMENT COMPANY, INC., hereinafter referred to as Trustor, hereby transfers and conveys unto JOHN D. WHALLEY, 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:

Trustor agrees 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 $225,000.00, 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.

Trustor 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; 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 Trustor 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 and all of these things and the amounts so paid shall bear 6% interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor 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, Trustor fails to reimburse the Trustee, or lawful owner and holder of said indebtedness, within thirty (30) days from the 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 (20) 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 thereofupon 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 Trustor, its 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.

IN WITNESS WHEREOF the parties to this instrument have caused same to be signed by their duly authorized officers, on this the 30th day of March, 1973.

LINEBERGER DEVELOPMENT CO.

By: _____ Sec.

J.M.R. DEVELOPMENT COMPANY, INC.

By: _____ V.P.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Nancy Edwards, a Notary Public of the State and County aforesaid, personally appeared JOHN D. WHALLEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of LINEBERGER DEVELOPMENT CO., the within named bargainor, a corporation, and that he, as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal at office in Nashville, Tennessee, this 30th day of March, 1973.

Nancy Edwards
Notary Public

My commission expires:

February 1, 1975

NANCY EDWARDS NOTARY PUBLIC

BOOK 1694 PAGE 77

C00582

IDENTIF. REFERENCE

APR 2 10 56 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

* * * * * * * * *

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, The Undersigned, a Notary Public of the State and County aforesaid, personally appeared A. C. MIFFLIN, III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-President of J.M.R. DEVELOPMENT COMPANY, INC., the within named bargainor, a corporation, and that he, as such Vice-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 Vice-President.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 30 day of March, 1973.

Elizabeth Lahr
Notary Public

My commission expires:

Aug. 3, 1975

APR-2[illegible]	CONV	99,000.00			
APR-2[illegible]	CONV	99,000.00			
APR-2[illegible]	CONV	27,000.00			
APR-2[illegible]	MORT'G	99,000.00			
APR-2[illegible]	MORT'G	11,486.00			
APR-2[illegible]	S'TAX		A*	585.00	
APR-2[illegible]	S'TAX		A*	108.50	
APR-2[illegible]	PR'FEE		A*	.50	
APR-2[illegible]	W'DEED		A*	16.00	* 710.00