This instrument prepared by:
Don L. Smith, Attorney
301 Union Street
American Trust Building
Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 4695 PAGE 10

Address New Owner(s) As Follows:	Send Tax Bills To:	Map Parcel Nos.
Beebe P. Lewis	Same	154
(Name)	(Name)	
183 Forestwood Drive		20-12 Pt
(Street Address or Route Number)	(Street Address)	
Nashville, Tennessee 37209		
(City) (P.O. Zone) (State)	(City) (Zone) (State)	

FOR AND IN CONSIDERATION of the sum of Five Hundred One Thousand Nine Hundred Twenty-Five ($501,925.00) Dollars, of which Fifty Thousand ($50,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Four Hundred Fifty-One Thousand Nine Hundred Twenty-Five ($451,925.00) Dollars, BEEBE P. LEWIS has executed three (3) promissory notes of even date herewith as follows:

Note No. 1 is in the original principal amount of One Hundred Fifty Thousand Six Hundred Forty-One and 66/100 ($150,641.66) Dollars, payable to the order of Robert A. McDowell with the first payment in the amount of Sixteen Thousand Six Hundred Sixty-Six and 66/100 ($16,666.66) Dollars, being due and payable on June 30, 1973 and the remaining balance of One Hundred Thirty-Three Thousand Nine Hundred Seventy-Five ($133,975.00) Dollars in six (6) equal annual installments of Nineteen Thousand One Hundred Thirty-Nine and 28/100 ($19,139.28) Dollars and the seventh (7th) installment in the amount of Nineteen Thousand One Hundred Thirty-Nine and 32/100 ($19,139.32) Dollars, together with interest at the rate of seven (7%) percent per annum on the unpaid balance with the first of these installments and interest thereon being due and payable on June 30, 1974 and with the remaining of these installments and interest thereon being due and payable on the 30th day of June annually thereafter until paid in full. The Grantee may not prepay Note No. 1 nor any part thereof prior to January 1, 1974. After January 1, 1974, the Grantee may prepay the entire Note No. 1 at any time without penalty.

Note No. 2 is in the original principal amount of One Hundred Fifty Thousand Six Hundred Forty-One and 67/100 ($150,641.67) Dollars, payable to the order of Charles W. McDowell with the first payment in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 ($16,666.67) Dollars, being due and payable on June 30, 1973 and the remaining balance of One Hundred Thirty-Three Thousand Nine Hundred Seventy-Five ($133,975.00) Dollars in six (6) equal annual installments of Nineteen Thousand One Hundred Thirty-Nine and 28/100 ($19,139.28) Dollars and the seventh (7th) installment in the amount of Nineteen Thousand One Hundred Thirty-Nine and 32/100 ($19,139.32) Dollars, together with interest at the rate of seven (7%) percent per annum on the unpaid balance with the first of

these installments and interest thereon being due and payable on June 30, 1974 and with the remaining of these installments and interest thereon being due and payable on the 30th day of June annually thereafter until paid in full. The Grantee may not prepay Note No. 2 nor any part thereof prior to January 1, 1974. After January 1, 1974, the Grantee may prepay the entire Note No. 2 at any time without penalty.

Note No. 3 is in the original principal amount of One Hundred Fifty Thousand Six Hundred Forty-One and 67/100 ($150,641.67) Dollars, payable to the order of the University of Tennessee with the first payment in the amount of Sixteen Thousand Six Hundred Sixty-Six and 67/100 ($16,666.67) Dollars, being due and payable on June 30, 1973 and the remaining balance of One Hundred Thirty-Three Thousand Nine Hundred Seventy-Five ($133,975.00) Dollars in six (6) equal annual installments of Nineteen Thousand One Hundred Thirty-Nine and 28/100 ($19,139.28) Dollars and the seventh (7th) installment in the amount of Nineteen Thousand One Hundred Thirty-Nine and 32/100 ($19,139.32) Dollars, together with interest at the rate of seven (7%) percent per annum on the unpaid balance with the first of these installments and interest thereon being due and payable on June 30, 1974 and with the remaining of these installments and interest thereon being due and payable on the 30th day of June annually thereafter until paid in full. The Grantee may not prepay Note No. 3 nor any part thereof prior to January 1, 1974. After January 1, 1974, the Grantee may prepay the entire Note No. 3 at any time 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, ROBERT A. McDOWELL, CHARLES W. McDOWELL and THE UNIVERSITY OF TENNESSEE, a Tennessee corporation, have this day bargained and sold and do hereby transfer and convey unto the said BEEBE P. LEWIS, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1: Land in the 9th Civil District of Davidson County, Tennessee, being the McPherson Tract, as depicted on the survey by Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973, and revised February 26, 1973, and described more particularly as follows:

Beginning at a point in the easterly margin of South Harpeth Road, said point being the most westerly northwest corner of the tract herein described; thence north 50° 43' east 582 feet to a point; thence north 49° 20' east 590 feet to an 18 inch oak tree; thence north 70° 22' east 192 feet to a point; thence north 14° 28' east 1,488 feet to a 14 inch beech tree; thence south 87° 55' east 2,146 feet to an iron pin in the fence; thence south 86° 53' east 408 feet to a point; thence south 3° 05' west 865 feet to a point; thence south 22° 01' east 1,023 feet to a point; thence south 34° 10' west 74.25 feet to a point; thence south 28° 03' east 660 feet to a point; thence south 1° 54' west 792 feet to a point in the fence; thence south 88° 04' west 58 feet to an iron pin by others; thence south 43° 18' west 490 feet to a fence corner; thence south 30° 04' west 198 feet to a 20 inch dead oak; thence south 16° 06' west 527 feet to a 10 inch oak; thence south 25° 20' west 225 feet to a 24 inch

dead beech tree; thence north 66° 44' west 155 feet to a point in the northeasterly margin of South Harpeth Road; thence with the said margin of South Harpeth Road and with a curve to the left northwestwardly 2,140 feet to a point; thence leaving the said margin of South Harpeth Road north 37° 07' east 261.3 feet to an iron pin; thence north 42° 28' west 280.7 feet to an iron pin; thence north 61° 03' west 300 feet to an iron pin; thence south 40° 47' west 301 feet to a point in the northeasterly margin of South Harpeth Road; thence continuing with said margin of South Harpeth Road northwestwardly 1,762 feet to the point of beginning, containing 296.5 acres, more or less.

Being the same property conveyed to Robert A. McDowell, Sr., Roscoe B. McDowell, Sr. and Charles W. McDowell, Sr. by deed from Grady L. McPherson and wife, Jean McPherson, of record in Book 4028, page 115, Register's Office of Davidson County, Tennessee. The interest of Roscoe B. McDowell, Sr. in the subject property was thereafter conveyed to The University of Tennessee by deed of record in Book 4666, page 285, Register's Office of said County.

TRACT NO. 2: Land in the 9th Civil District of Davidson County, Tennessee, and being the Greer Tract, as depicted on the survey by Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973, and revised February 26, 1973, and more particularly described as follows:

Beginning at an axle by corner post, said point being the most easterly corner of the tract herein described; thence south 3° 47' west 980 feet to a 30 inch beech tree; thence north 87° 21' west 1,024 feet to a point in a hollow; thence south 10° 34' west 410 feet to a 12 inch hickory tree; thence south 2° 40' west 730 feet to a forked locust tree in a fence corner; thence south 65° 04' west 841 feet to a point, a break in the fence; thence south 55° 55' west 345 feet to a 12 inch hickory tree; thence south 46° 46' west 302 feet to a 15 inch hickory tree; thence south 55° 12' west 283 feet to a post; thence south 22° 11' west 73 feet to a point in a fence; thence north 61° 22' west 493 feet to a 15 inch maple tree; thence north 81° 34' west 342 feet to a tree; thence south 88° 47' west 412 feet to a 18 inch sassafras tree; thence north 85° 02' west 363 feet to an iron pin by others; thence south 76° 14' west 363 feet to a stake by others; thence south 88° 04' west 244 feet to a point in a fence; thence north 1° 54' east 792 feet to a point; thence north 28° 03' west 660 feet to a point; thence north 34° 10' east 74.25 feet to a point; thence north 22° 01' west 1,023 feet to a point; thence north 3° 05' east 865 feet to a point; thence south 86° 53' east 508 feet to a 24 inch gum tree; thence south 83° 43' east 1,502 feet to a white oak tree; thence south 86° 37' east 1,430 feet to a 30 inch hollow beech corner; thence south 85° 55' east 2,019 feet to the point of beginning, containing 294 acres, more or less.

Being the same property conveyed to Robert A. McDowell, Sr. and Roscoe B. McDowell, Sr. and Charles W. McDowell, Sr. by deed from Harvey Greer and W. A. Greer, of record in Book 4028, page 119, Register's Office of Davidson County, Tennessee. The said Roscoe B. McDowell, Sr. thereafter conveyed his interest in the said property to The University of Tennessee by deed of record in Book 4666, page 285, Register's Office of said County.

In the event that the Grantee has a plan of subdivision prepared by a qualified engineer or land planner and such plan of subdivision is approved by the Metropolitan Government of Nashville and Davidson County, Tennessee, Planning Commission, and all other regulatory agencies having

jurisdiction thereof, the Grantee may obtain a release of the lien hereof by making principal payments of One Thousand Five Hundred ($1,500.00) Dollars per acre or by making a principal payment of fifty (50%) percent of the amount received for any resale of the property by the Grantee, whichever amount is greater. Such release payment shall apply toward the payment due on the next anniversary date of the note secured by the lien hereof.

Prior to the granting of releases of land from the lien hereof, other than the fifty (50) acres referred to in the paragraph immediately following, the Grantee shall provide for direct access or frontage on a public street which has been constructed or, if not constructed, upon which the appropriate bond/bonds have been obtained guaranteeing construction of such public street to that portion of the property conveyed hereunder which is still subject to the lien hereof, and such public street shall have been approved by all of the governmental regulatory agencies and authorities having jurisdiction thereof.

In the event that the Grantee does not have a plan of subdivision approved by the Metropolitan Government of Nashville and Davidson County, Tennessee, Planning Commission, and all other regulatory agencies having jurisdiction thereof or in the event that such plan has not been recorded in the Register's Office of Davidson County, Tennessee, the Grantee herein shall only be entitled to a release of the lien hereof of any of the property not fronting on, or adjoining any public road, up to a maximum of fifty (50) acres by the payment of One Thousand ($1,000.00) Dollars per acre, but no further or otherwise. Such payment shall be applied to the remaining note payments in inverse order.

Notwithstanding anything contained herein to the contrary, the Grantee shall not be entitled to any release in consideration of the downpayment or in consideration for the first note payment due on June 30, 1973.

This conveyance is subject to an easement for the right of way of a Tennessee Valley Authority Transmission line, as depicted on the survey of Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973 and February 26, 1973.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $501,925.00.

Beebe P. Lewis
Affiant

Sworn to and subscribed before me this the 30th day of March, 1973.

My Commission Expires: 4/25/76
(Affix Seal)

Mary E. [illegible]
Notary Public

This is unimproved property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said BEEBE P. LEWIS,

her 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 for 1973 taxes, which are to be assumed by the Grantee and as otherwise noted herein. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said BEEBE P. LEWIS, her 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 ($1.00) Dollars paid in cash, receipt of which is acknowledged, the said BEEBE P. LEWIS, hereinafter referred to as Trustor, hereby transfers and conveys unto DON L. SMITH, 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 $_____, 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 or all of these things and the amounts so paid shall bear six (6%) percent 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 for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty (30) 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 (20) days' notice by three (3) 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 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 signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 27 day of March, 1973.

Robert A. McDowell
ROBERT A. McDOWELL

Charles W. McDowell
CHARLES W. McDOWELL

THE UNIVERSITY OF TENNESSEE, a Tennessee corporation

By: J. N. Ladd
VICE PRESIDENT

Bruce P. Lewis

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, William J. Butler, a Notary Public in and for said County and State, ROBERT A. McDOWELL, 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, Tennessee, this 27 day of March, 1973.

William J. Butler
Notary Public

My Commission Expires: July 28, 1976

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, Lynn W. Conway, a Notary Public in and for said County and State, CHARLES W. McDOWELL, 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, Tennessee, this 27 day of March, 1973.

Lynn W. Conway
Notary Public

My Commission Expires: 11-4-74

STATE OF TENNESSEE)
)
COUNTY OF Knox)

Before me, Ogreeta H. Snow, a Notary Public of the State and County aforesaid, personally appeared H. H. Read, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of THE UNIVERSITY OF TENNESSEE, a Tennessee corporation, 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 seal, at office in Knoxville, Tennessee, this 27th day of March, 1973.

Ogreeta H. Snow
Notary Public

My Commission Expires: July 22, 1973

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IDENTIF. REFERENCE

APR 4 11 17 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mary Ensey, a Notary Public in and for said County and State, BEEBE P. LEWIS, 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 Nashville, Tennessee, this 30th day of March, 1973.

Mary Ensey
Notary Public

My commission expires: 4/25/76

APR-4	CONV	501	$ 925.00	
APR-4	MORT'G	451	$ 925.00	
APR-4	S'TAX		A* 1,304.94	
APR-4	S'TAX		A* 449.90	
APR-4	PR'FEE		A* .50	
APR-4	W'DEED		A* 20.00	* 1,775.34