This instrument prepared by: A. Harrison Johnson, Jr., 2011 Parkway Towers, Nashville, Tennessee, 37219.

BOOK 1696 PAGE 9

INSTALLMENT DEED

FROM:

TO: MCDOWELL DEVELOPMENT CORPORATION

Address New Owner:	Send Tax Bills To:	Map-Parcel Nos.
McDowell Development Corporation P. O. Box 149 301 Plus Park Boulevard Nashville, Tennessee 37202	Same	M.33 P.90 M.40 P.36-68 M.31 P.67 PW

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $800,000.00.

Robert L. Z
AFFIANT

Subscribed and sworn to before me, this the 21st day of March, 1973.

Mary E. Stacy
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/25/76

* *

FOR AND IN CONSIDERATION of the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) of which TWO HUNDRED THOUSAND DOLLARS ($200,000.00) has been paid in cash, the receipt of which is hereby acknowledged and for the remainder, the sum of SIX HUNDRED THOUSAND DOLLARS ($600,000.00) (1) Grantee has assumed and agrees to pay the unpaid principal balance of $147,125.88 remaining after the January, 1973 payment of that certain promissory note dated May 28, 1971, from Noble C. Caudill, II and Larry Westbrook, Trustee, to The Federal Land Bank of Louisville, and secured by a Deed of Trust of even date therewith of record in Book 4506, page 624, in the Register's Office for Davidson County, Tennessee, (2) Grantee has assumed and agrees to pay the unpaid principal balance of $23,917.12 remaining after the March 1, 1973 payment of that certain promissory note dated December 3, 1969, from Larry L. Westbrook, Trustee, to Security Federal Savings and Loan Association of Nashville, and secured by a Deed of Trust of even date therewith of record in Book 4384, page 409, in said Register's Office, and (3) Grantee has executed its promissory note of even date herewith, payable to the order of Noble C. Caudill, II in the principal amount of $428,957.00 having its maturity date on the 20th day of March, 1983. Such notes provide for the payment of said indebtedness, principal, interest and attorneys fees, and to secure the payment of all of the same as provided in such notes, a lien is expressly retained on the land herein conveyed.

Noble C. Caudill, II, an unmarried man as to part of the land hereinafter described, and Larry Westbrook, Trustee, with full power to convey, transfer, lease, sell or mortgage, as to part of the land hereinafter described, hereinafter referred to as Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said MCDOWELL DEVELOPMENT CORPORATION, a Tennessee Corporation, herein referred to as Grantee, its successors and assigns, their respective interests in the land described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns forever; Grantors covenant that they are lawfully seized and possessed of their said respective interests in said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as to 1973 taxes, the above described Deeds of Trust and the matters listed on Exhibit "B" hereto attached.

Grantors further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to their said respective interests in said real estate to said Grantee, 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 Grantee, hereinafter referred to as Trustor, hereby transfers and conveys unto Ervin M. Entrekin, 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:

Grantee, as part of the consideration hereof, assumes and agrees to pay those promissory notes described above, and agrees to be bound by and abide by the terms and conditions of such Deeds of Trust securing the same, and a default in the payment or performance under such notes and Deeds of Trust shall, at the option of Grantors, be deemed to be a default hereunder.

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 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 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 of 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 successor or the lawful owner and holders 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 eight percentum (8%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Trustor expressly waives the provisions of Title 35, Section 509, of Tennessee Code Annotated, and the owner or owners of the note for the unpaid purchase money shall have the right to have the property then encumbered by the lien, sold as a whole or in any manner they may deem proper, in the event of default and foreclosure proceedings.

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 the Notes as above described when due, 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 in-

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This
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debtedness, or any installment thereof, or interest thereon, or any part of the indebtedness as to above described is not paid promptly at maturity, or if, failure 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 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 thirty (30) days from the date that a letter is deposited in the United States mail, certified mail, return receipt requested, and addressed to the President, McDowell Development Corporation, P. O. Box 149, 301 Plus Park Boulevard, Nashville, Tennessee, 37202, 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 thereof upon 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, 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.

Grantors shall have the right for one (1) year from the date hereof to remove the house and improvements located on Tax Assessor's Parcel No. 90 of subject property.

It is further understood and agreed that the Grantee shall have the right to prepay the vendor's lien note reserved herein by Grantors in full at any time after January 1, 1974 during the term of the vendor's lien note without penalty.

Grantors agree to release and grant free and clear to Grantee after January 1, 1974 any portion of the above described property from the vendor's lien herein reserved and vendor's lien note when such release is needed in order to enable Grantee to engage in a bona fide sale of the property, or some portion thereof, provided, however, that upon the closing of any such transaction that Grantee will apply seventy-five percent (75%) of the sale price received on the released land, or pay Two Thousand Dollars ($2,000) for each acre so released, whichever amount is greater, to the reduction of the outstanding vendor's lien and provided further that the value of the land remaining after the release bears as high a relationship to the unpaid balance remaining on the vendor's lien note after the release as prior to said release. It is agreed that any payments that are made in conjunction with the release of property shall apply to and become part of all installment payments which come due under the course of this conveyance.

Beneficiary agrees that it will make or have caused to be made releases of the liens reserved in the above described Deeds of Trust with regard to prepayments made to secure releases hereunder.

Trustor warrants and agrees that it will make or cause to be made the payments of principal and interest due and payable to Grantors under the installment deed note recited above and any default or failure of payment shall be deemed a default under this Deed of Trust and the holder of the note may proceed with foreclosure as hereinabove provided upon any such default.

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 21st day of March, 1973.

C01494

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IDENTIF. REFERENCE

APR 6 11 56 AM '73
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

McDOWELL DEVELOPMENT CORPORATION

BY: Robert J. Young President

Wm Wayne Goodbeth Sec-Treas

ATTEST BY:

Noble C. Caudill II
NOBLE C. CAUDILL, II

Larry Westbrook Trustee
LARRY WESTBROOK, TRUSTEE

APR-6[illegible]	CONV	*	[illegible] 800,000.00	
APR-6[illegible]	MORT'G	*	[illegible] 428,957.00	
APR-6[illegible]	S'TAX		A* 2,080.00	
APR-6[illegible]	S'TAX		A* 427.00	
APR-6[illegible]	PR'FEE		A* .50	
APR-6[illegible]	W'DEED		A* 18.00	* 2,525.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Robert J. Young and DeWayne Baskette, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary-Treasurer respectively of the MCDOWELL DEVELOPMENT CORPORATION, the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Robert J. Young as such President and attesting the same by the said DeWayne Baskette as such Secretary-Treasurer.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 21st day of March, 1973.

Mary Ensley
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/25/76

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before the, the undersigned, a Notary Public in and for said County and State, the within named Noble C. Caudill, II and Larry Westbrook, the 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 21st day of March, 1973.

Mary Ensley
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/25/76

EXHIBIT "A"

A certain tract of land lying in the 10th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the north margin of Old Hickory Boulevard, said point being the southwest corner of Laura K.P. True, and further described as being 2,030 feet, more or less, west of Brick Church Pike;

Thence, S 77° 57' W, 770.52 feet with the north margin of Old Hickory Boulevard to a point;

Thence, N 12° 03' W, 70.00 feet with the northeast margin of the Old Hickory Boulevard/I-24 Interchange to a point;

Thence, S 77° 57' W, 98.38 feet continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange to a point and the beginning of a curve to the right;

Thence, westerly, continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange, 278.67 feet with said curve which has a radius of 5,629.58 feet and a central angle of 02° 50' to a point which is the beginning of a curve to the left;

Thence, westerly, continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange, 132.81 feet with said curve whose chord is 123.63 feet in length and has a bearing of N 60° 55' W, and whose radius is 102.00 feet and central angle is 74° 36' to a point which is the end of said curve;

Thence, S 81° 47' W, 240.55 feet, continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange, to a point which is the beginning of a curve to the right;

Thence, northwesterly, continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange, 157.19 feet with said curve which has a radius of 234.48 feet and a central angle of 38° 25' to a point which is the end of said curve;

Thence, N 59° 48' W, 64.47 feet continuing with the northeast margin of the Old Hickory Boulevard/I-24 Interchange, to a point in the east line of C. W. True;

Thence, N 03° 43' W, 123.57 feet with True's east line to a point, said point being True's northeast corner;

Thence, S 78° 34' W, 100.00 feet with C. W. True's north line to an iron pin in the east line of George G. Sieben, et ux, also being the northwest corner of C. W. True;

Thence, N 03° 43' W, 2,081.38 feet with Sieben's east line to an iron pin, said pin being Seiben's northeast corner;

Thence, N 86° 45' W, 355.00 feet with George G. Sieben's north line to an iron pin in the east line of E. W. Kresse, et ux, and Edyth C. Wilson, also being the northwest corner of George G. Sieben, et ux;

Thence, N 04° 05' W, 1,479.30 feet with Kresse and Wilson's east line to an iron pin by a post, the northeast corner of Kresse and Wilson;

Thence, S 87° 42' W, 108.60 feet with Kresse and Wilson's north line to an iron pin by a tree;

Thence, S 61° 37' W, 122.10 feet continuing with Kresse and Wilson's north line to a point in the east line of W. J. Zimmerlee, also being Kresse and Wilson's northwest corner, said point being an iron pin by a hackberry;

Thence, N 07° 09' E, 391.70 feet with Zimmerlee's east line to an iron pin in Mary Hicks Proctor's south line;

Thence, S 79° 00' E, 1,239.90 feet with Proctor's south line to an iron pin, said pin being the southeast corner of Proctor;

Thence, N 20° 26' E, 149.70 feet with Mary Hicks Proctor's east line to a 15-inch Hickory;

Thence, N 24° 57' E, 376.30 feet with Proctor's east line to an iron pin, said pin being the southwest corner of Lily P. Talley;

Thence, S 62° 30' E, 589.40 feet with Talley's south line to an 18-inch tree;

Thence, S 28° 34' E, 331.80 feet, continuing with Talley's south line to an iron pin by a cedar corner post;

Thence, S 83° 24' E, 441.70 feet, continuing with Talley's south line to an iron pin by a cedar corner post;

Thence, S 13° 11' E, 457.20 feet, continuing with Talley's south line to an iron pin by a corner post;

Thence, S 84° 03' E, 750.40 feet, continuing with Talley's south line to an iron pin on the westerly side of an old lane;

Thence, S 84° 02' E, 1,199.20 feet with Talley's south line to an iron pin, the west corner of Allen C. Dunkerly;

Thence, S 58° 05' E, 239.40 feet with Dunkerly's south line to an iron pin, the northwest corner of Elmer Leighton;

Thence, S 31° 55' W, 412.00 feet with Leighton's west line and the west line of Gerald Clinard to an iron pin, said point being Clinard's southwest corner;

Thence, S 58° 05' E, 190.00 feet with Clinard's south line to an iron pin in the west margin of Brick Church Pike;

Thence, S 31° 55' W, 149.40 feet with the west margin of Brick Church Pike to a point and the beginning of a curve to the left;

Thence, southerly, continuing with the west margin of Brick Church Pike, 391.01 feet with said curve which has a radius of 599.28 feet and a central angle of 37° 23' to a point, the end of said curve;

Thence, S 05° 28' E, 406.30 feet continuing with the west margin of Brick Church Pike to an iron pin, the northeast corner of W. C. Talley;

Thence, N 83° 59' W, 1,404.30 feet with the north line of W. C. Talley and Laura K. P. True to an iron pin in the center of an old land;

Thence, N 08° 02' E, 285.00 feet with True's line to an iron pin, a corner of True;

Thence, N 82° 14' W, 13.00 feet with the north line of Laura K. P. True to an iron pin;

Thence, N 83° 50' W, 445.00 feet continuing with True's north line to a point, True's northwest corner;

Thence, S 07° 30' W, 1,921.81 feet, with Laura K. P. True's west line to the point of beginning.

Containing 258.9 acres, more or less.

The above described property is subject to the following easement and right-of-way:

Easement or right-of-way of 50 feet in width to Tennessee Natural Gas Line, Inc. for transportation of natural as set out in instruments of record in Book 2493, Pages 388 and 398, Register's Office for Davidson County. The centerline of said easement is described as follows:

Beginning at a point in the west property line, said point being 672 feet, more or less, in a northerly direction from the southwest corner of the property, said corner also being the northwest corner of C. W. True; thence, N-82° E, 1,960 feet, more or less, to a point in the east property line, said point being 946 feet, more or less, in a southerly direction from a corner of the property, said corner also being the northwest corner of Laura K. P. True.

Part of said land being the same property conveyed to Noble C. Caudill, II, by deed from Alvin Parrish and wife, Loyce Parrish: and Eugene Parrish and wife, Catherine Parrish, of record in Book 4197, page 968, Register's Office for Davidson County, Tennessee;
Part of said land being part of the property conveyed to Larry Westbrook, Trustee, by deed from Richard Gregory and wife, Mary Wendell Parrish Gregory, of record in Book 4278, page 699, Register's Office for Davidson County, Tennessee;
Part of said land being the same property conveyed to Larry L. Westbrook, Trustee, by deed from Laura A. Parrish, a widow, of record in Book 4316, page 649, Register's Office for Davidson County, Tennessee;
Part of said land being the same property conveyed to Noble Caudill, II, unmarried, by deed from Alvin Parrish and wife, Loyce Parrish, and Eugene Parrish and wife, Catherine Parrish, of record in Book 4224, page 590, Register's Office for Davidson County, Tennessee;
Part of said land being part of the property conveyed to Noble C. Caudill and Noble C. Caudill, II, by deed from Laura A. Parrish and husband, C. N. Parrish, of record in Book 3955, page 269, Register's Office for Davidson County, Tennessee, also being part of the property conveyed to Noble C. Caudill, II, by deed from Noble C. Caudill, of record in Book 4557, page 848, Register's Office for said County.

1. Easement for the right-of-way of an old road or lane lying along the easterly boundary of property conveyed to Noble C. Caudill, II, in the deed of record in Book 4197, page 968, Register's Office for Davidson County, Tennessee. (as to Tract No. 1)

2. Easement for right of way of 50 feet in width for transportation of Natural Gas granted Tennessee Natural Gas Lines Inc., by decree of the Circuit Court for Davidson County, Tennessee, a certified copy of which is of record in Book 2493, page 398, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a complete legal description. (as to Tract No. 2 and Tract No. 3)

3. Easement for right-of-way of Old Hickory Boulevard lying within boundaries of premises. (as to Tract No. 2 and Tract No. 5)

4. Possible easement to cemetery as reserved in deed from Joseph B. West, Clerk and Master to C. N. Parrish, of record in Book 834, page 679, Register's Office for Davidson County, Tennessee.(as to Tract No. 2 & 3)

5. Easement for right of way of an 18-foot roadway on premises hereinabove described, and as set out in the deed to John W. Parrish by Geo. T. Parrish, and others, of record in book 387, page 431, Register's Office for Davidson County, Tennessee.

6. Easement for right of way of Brick Church Pike as set out in grants to Davidson County, Tennessee, by Z. T. Parrish, and others, of record in book 2281, pages 357, and 358, Register's Office for Davidson County, Tennessee, and easement for right of way of a lane lying within boundaries of premises.

7. Easement for gas line across the premises granted to Tennessee Natural Gas Lines, Inc., as set out in an instrument of record in book 2493, page 388, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.