Prepared by: JOHN G. DOAK, ATTORNEY - 2525 Lebanon Road - Nashville, TN 37214

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INSTALLMENT DEED

FROM:

MURFREESBORO ROAD LIMITED,
a Limited Partnership.

TO:

BELZ-McDOWELL PROPERTIES,
a Joint Venture.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual considerations or value, whichever is greater for this transfer is $636,636.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 17 DAY OF April, 1973.

Notary Public
My Commission Expires: 25 July 1973

Address New Owner As Follows: Send Tax Bills To: Map-Parcel Numbers

Belz-McDowell Properties, same

a Joint Venture same

P.O. Box 149 same

Nashville, Tennessee 37202 same

FOR AND IN CONSIDERATION Of the sum of Six Hundred Thirty-Six Thousand, Six Hundred Thirty-Six and NO/100's ($636,636.00) Dollars of which $ 184,614.44 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to the order of MURFREESBORO ROAD LIMITED, a Limited Partnership, in the original principal amount of Four Hundred Fifty-Two Thousand, Twenty-One and 56/100's ($452,021.56) Dollars which is payable together with interest in installments as therein specified;

and, providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

MURFREESBORO ROAD LIMITED, a Limited Partnership, hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto BELZ-McDOWELL PROPERTIES, a Joint Venture, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, to wit:

DESCRIPTION

Two tracts of land in Davidson County, Tennessee, described as follows:

TRACT NO. 1: A tract of land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by Shanklin Engineering, dated July 20, 1971, described as follows:

BEGINNING at a point in the westerly margin of Hobson Pike, said point being the southeast corner of the Garland Turner, Trustee property of record in Book 4023, page 979, Register's Office for Davidson County, Tennessee; thence N 86° 03' W 719.86 feet to a point; thence N 84° 18' W 932.95 feet to a point; thence N 87° 33' W 853.98 feet to an iron pin; thence S 2° 28' W 1212.99 feet to an iron pin; thence N 86° 46' W 1470.60 feet to an iron pin; thence S 1° 14' W 1379.78 feet to an iron pin; thence S 54° 29' E 957.17 feet to an iron pin; thence S 85° 45' E 634.53 feet to a stone; thence N 3° 49' E 522.85 feet to a monument; thence N 3° 05' E 992.41 feet to an iron pin; thence N 74° 23' E 1467.60 feet to an iron pin; thence S 86° 51' E 773.17 feet to an iron pin; thence S 3° 37' W 129.63 feet to an iron pin; thence S 58° 22' E 156.37 feet to a monument in the westerly margin of Hobson Pike; thence with the westerly margin of said Pike, N 6° 21' E 209.00 feet to a point; thence continuing with the westerly margin of said Pike N 1° 09' E 100.5 feet to a point; thence continuin with the westerly margin of said Pike N 1° 09' E 100.5 feet to a point; thence continuing with the westerly margin of said Pike N 6° 52' E 490.58 feet to a point; thence continuing with the westerly margin of said Pike 167.77 feet to a point; thence continuing with the westerly margin of said Pike 106.11 feet to a point; thence continuing with the westerly margin of said Pike 237.56 feet to the point of beginning, containing 128.01 acres.

TRACT NO. 2: A tract of land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by Shanklin Engineering, dated July 20, 1971, described as follows:

BEGINNING at a point in the easterly margin of Hobson Pike said point being the southwest corner of the Garland Turner, Trustee property of record in Book 4023, page 979, Register's Office for Davidson County, Tennessee; thence S 86° 03' E 496.55 feet to an iron pin; thence N 57° 41' E 687.15 feet to an iron pin; thence southeast 230.55 feet; thence S 54° 36' E 101.97 feet to an iron pin; thence S 46° 21' E 601.64 feet to an iron pin; thence S 41° 24' W 266.44 feet to an iron pin; thence S 46° 59' E 88.3 feet to an iron pin; thence S 13° 01' W 534.6 feet to an iron pin; thence N 77° 22' W 159.67 feet to a post; thence S 12° 40' W 522.0 feet to an iron pin; thence S 68° 28' E 186.55 feet to a post; thence S 7° 09' W 337.62 feet to a point; thence N 89° 29' W 78.76 feet to a point; thence N 25° 31' W 58.40 feet to a post; thence N 65° 04' W 861.81 feet to a point; thence N 58° 22' W 151.33 feet to a point; thence N 53° 31' W 141.55 feet to a point; thence N 51° 21' W 86.69 feet to a point; thence N 86° 36' W 469.35 feet to the easterly margin of Hobson Pike; thence with the easterly margin of Hobson Pike N 6° 45' E 282.16 feet to a point; thence continuing with the easterly margin of said Pike N 12° 35' E 100.5 feet to a point; thence continuing with the easterly margin of said Pike N 6° 52' E 440.58 feet to a point; thence continuing with the easterly margin of said Pike northeasterly 151.07 feet to a point; thence continuing with the easterly margin of said Pike, N 25° 53' E 94.83 feet to a point; thence continuing with the easterly margin of said Pike northeasterly 140.84 feet to a point; thence N 20° 26' E 96.87 feet to a point; thence northeasterly 37.53 feet to the point of beginning, containing 64.91 acres.

BEING the same property conveyed to Murfreesboro Road Limited, a Limited Partnership by deed from Graham Funderburk, Jr., Trustee with full powers, of record in Book 4551, page 587, Register's Office for Davidson County, Tennessee.

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

It is understood and agreed that Grantee shall be entitled to receive partial releases of land from the mortgages by making payment to Grantor of seventy-five (75%) percent of the amount received from a bona fide sale of the property, or some portion thereof, or Three Thousand ($3,000.00) Dollars per acre, whichever amount is greater, for each acre so released, providing that any release shall represent not more than five (5%) percent of the total acreage and frontage initially, which percentage shall increase 8.33% with each annual payment; and further provided that any release shall start at either end of the three existing road frontages and shall continue progressively along the frontages in order that the remaining property, held as security under this instrument shall be contiguous; and further provided that no release shall be made until and unless the loan is current at the time the request is made even though additional release area has not been designated; and further provided that twenty (20%) percent of the total area shall not be subject to release until the entire purchase price has been paid in full. Such payments shall apply to the reduction of the vendor's liens and towards annual installments of principal and interest as they become due under the course of this conveyance. Payments for partial releases as provided for hereinabove shall be applied to Grantor's mortgage and in such a manner so as to satisfy release provisions in the existing first mortgage of record in Book 4542, page 134, Register's Office, Davidson County, Tennessee (herein referred to as Funderburk mortgage) and so as to release the lien of mortgage retained by the Grantors herein.

It is understood and agreed that there is no partial release of the land from the Funderburk mortgage or this mortgage by the downpayment.

It is understood and agreed that Grantee shall be entitled to partial releases of land from the mortgage herein pursuant to the terms hereof upon payment of the installments due under the Installment Deed Note secured by this instrument at the rate of Three Thousand ($3,000.00) Dollars per acre for each acre so released and the Grantor shall apply such payments to the Grantor's mortgage (Funderburk mortgage) in such a manner as to satisfy the release provisions in the Funderburk mortgage.

It is further agreed and understood that Grantee shall have the right to prepay the First and Second Vendor's lien notes in full at any time during the term of the said vendor's lien notes without penalty, after January 1, 1974.

THIS CONVEYANCE is subject to easements of record in Book 4093, page 950, Book 1237, page 149, Book 4453, page 154, Book 2346, page 378, Book 4425, page 582, Book 3616, page 453, Book 4542, page 131, Book 1083, page 273 and release provisions in Book 4542, page 135, Register's Office for said County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their 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 the existing Funderburk first mortgage of record in Book 4542, page 134, Register's Office, Davidson County, Tennessee. The Grantor expressly warrants, covenants and guarantees to the Grantee, their heirs, representatives, successors or assigns that so long as Grantee is not in default on the Installment Deed Note secured by this instrument, the Grantor will pay the said Funderburk note in full promptly when and as the same becomes due and strictly in accordance with the terms and provisions thereof and of the instruments affording security for the payment thereof, and accordingly, the Grantor agrees (i) that the indebtedness evidenced by the Funderburk note (or any part thereof) will not be renewed or extended beyond the date of maturity of the Funderburk note or changed or amended in any way whatsoever without the Grantee's prior written consent; (ii) to pay each and every installment of principal and interest (including applicable escrow payments) on the Funderburk note when due and notwithstanding anything to the contrary contained herein, to submit evidence of said payments to Grantee at least five (5) days prior to the date which Grantor is required to make payment on the Funderburk note. In the event of any breach or default or failure by the Grantor in the performance or observance of the foregoing agreement or in the event of any default under the Funderburk note or mortgage securing the same, Grantee may, at the option of the Grantee (but Grantee shall not be obligated to do so), pay any and all amounts which become due on or under the Funderburk note and to cure any defaults under the Funderburk note or mortgage securing the same and the amounts of any such payments shall be credited against the next succeeding installments of principal and/or interest due and payable under the Installment Deed Note secured by this instrument. The Grantor shall pay Grantee on demand the full amount of any and all of such payments as Grantee may make on the Funderburk note with any and all expenses, losses and costs incurred by the Grantee as a consequence of such default by the Grantor, together with interest thereon at the rate of ten (10%) percent per annum and before the Grantor or any beneficiary of the liens securing the payment of the Installment Deed Note secured by this instrument shall be entitled to seek or recover any amounts remaining due on such Installment Deed Note, the Grantor shall forthwith make and give proper notation of credit and evidence of receipt of all such payments(s) made by the Grantee and all penalty due thereon.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of One ($1.00) Dollar, to us in hand paid, we, the said Grantees herein do hereby transfer and convey unto John G. Doak, Trustee, his successors, and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said Grantees do hereby 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 at least the sum of full insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them

when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said Grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 Courthouse 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 the Grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Grantors and Grantees, have hereunto set our hands this the 17th day of APRIL, 1973.

MURFREESBORO ROAD LIMITED,
a Limited Partnership, by:
Group Investments, Inc., General Partner,

By: J. R. Freeman
J. R. Freeman, President

BELZ-McDOWELL PROPERTIES,
a Joint Venture

HANOVER AND BELZ, VENTURER

By:

By:

McDOWELL DEVELOPMENT CORPORATION,
VENTURER

By:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, J. R. Freeman, and did acknowledge himself to be the President of Group Investment, Inc., which is the General Partner of MURFREESBORO ROAD LIMITED, a Limited Partnership, the within named bargainor, and did acknowledge that he being so authorized to do, did execute the within instrument as such President of Group Investments, Inc., the General Partner of MURFREESBORO ROAD LIMITED, a Limited Partnership, by signing his name thereto as such President of Group Investments, Inc., the General Partner of MURFREESBORO ROAD LIMITED, a Limited Partnership.

Witness my hand and official seal at Nashville, Tennessee, on this the 17 day of April, 1973.

Notary Public

My Commission Expires: May 10, 1975

STATE OF TENNESSEE)
)
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public in and for the State and County, Jerome H. Hanover and Jack A. Belz, who did acknowledge ~~himself~~ themselves to be a/the Joint Venturer of BELZ-McDOWELL PROPERTIES, a Joint Venture, the within named bargainor, and did acknowledge that ~~he~~ they being such Joint Venturer of BELZ-McDOWELL PROPERTIES, a Joint Venture, and being so authorized to do, did execute the within instrument of BELZ-McDOWELL PROPERTIES, a Joint Venture, by signing ~~his~~ their name thereto as such Joint Venturer of said BELZ-McDOWELL PROPERTIES, a Joint Venture.

Witness my hand and official seal at Memphis, Tennessee, on this the 17th day of April, 1973.

Notary Public

My Commission Expires:
June 26, 1974

BOOK 4699 PAGE 107

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Ruth P. Smith, a Notary Public of the State and County aforesaid, personally appeared Robert J. Young and DeWayne Baskette, with whom I am personally acquainted, and who, upon oath acknowledged themselves to be President and Secretary-Treasurer 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 purpose therein contained, by signing the name of the corporation by themselves as President and Secretary-Treasurer.

Witness my hand and seal, at office in Nashville Tennessee, this 17 day of April, 1973.

Ruth P. Smith
Notary Public

My Commission expires: ~~My Commission Expires November~~ 13, 1973

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IDENTIF. REFERENCE

APR 17 4 01 PM '73

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

APR 17 73	CONV	636 #636	.00	
APR 17 73	MORT'G	452 #021	66	
APR 17 73	S'TAX		A* 1,655.16	
APR 17 73	S'TAX		A* 450.00	
APR 17 73	PR'FEE		A* .50	
APR 17 73	W'DEED		A* 14.00	* 2,119.66