This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 4704 PAGE 908

Address New Owners As:	Send Tax Bills To:	Map-Parcel No.
Murray Parker	Same	Map 128
P.O. Box 766	"	Par. 14, 19
Brentwood, Tn. 37027	"	

MO

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty Eight Thousand, Two Hundred Fifty-three & 95/100 Dollars ($228,253.95), of which the sum of Sixty Six Thousand, One Hundred Ninety-three & 65/100 Dollars ($66,193.65) has been paid in cash by the grantee herein, the receipt of which is hereby acknowledged, and for the remaining One Hundred Sixty Two Thousand, Sixty & 30/100 Dollars ($162,060.30) the grantee has delivered to the grantor a promissory note executed by Gail Pigg, Trustee, and others, of even date herewith, payable in annual installments on one, two and three years after date, bearing interest from date at the rate of six per cent (6%) per annum on the unpaid principal balance, which note reserves the privilege of prepayment after December 31, 1973, and to secure the payment of which note a lien is expressly retained on the real estate hereinafter conveyed; I, RUTH M. HODSON, a widow, have this day bargained and sold, and by these presents do transfer and convey unto Gail Pigg, Trustee, her successors and assigns, with full power and authority to reconvey without the joinder of any beneficiary, the following described land in Davidson County, Tennessee:

TRACT I:

A tract of land in the 9th Civil District of Davidson County, Tennessee, being more particularly described according to a survey by Turner Engineering Co., dated May 2, 1973, as follows:

BEGINNING at an iron pin in the northerly right-of-way of the George E. Horn Road and the southwest corner of the herein described tract, said iron pin being 220 feet from a point in the center line of I-40; said point being 2494.99 feet east of the intersecting point of the center line of I-40 and U.S. Highway 70-S and proceeding as follows: with the northerly right-of-way line of the George E. Horn Road, South 60° 01' 54" West a distance of 632.69 feet to a highway marker, said line being 45 feet from the center line of the George E. Horn Road; thence North 29° 59' 06" West a distance of 10 feet to a highway marker, said marker being 55 feet from the center line of the George E. Horn Road; thence continuing with the northerly right-of-way line of the George E. Horn Road, South 60° 01' 54" West a distance of 487.08 feet to an iron pin, said pin being 55 feet from the center line of the George E. Horn Road; thence leaving the northerly right-of-way line of the George E. Horn Road, North 79° 38' 02" West a distance of 282.53 feet to a point; thence with the easterly boundary of the Bellevue

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $228,253.95

Subscribed and sworn to before me this 7th day of May, 1972.

Gail Pigg
Affiant

Commission Expires: 3-5-76

Notary Public

Manor Subdivision, North 17° 11' 09" East a distance of 292.67 feet to a concrete monument, said monument being in the southerly right-of-way of Bellevue Manor Drive, said line passing through a monument at a distance of 20 feet; thence North 17° 12' 06" East a distance of 51.17 feet to a monument in the northerly right-of-way of Bellevue Manor Drive; thence North 17° 08' 57" East a distance of 48.25 feet to a corner stone; thence North 4° 33' 00" West a distance of 528.78 feet to a shag bark hickory; thence North 14° 51' 31" East a distance of 243.11 feet to a monument; thence North 15° 33' 34" East a distance of 490.19 feet to a monument; thence North 12° 43' 44" East a distance of 29.71 feet to a forked walnut; thence North 81° 34' 11" West a distance of 28.73 feet to a monument; thence North 81° 53' 07" West a distance of 367.39 feet to a monument; thence North 47° 55' 22" West a distance of 1150.12 feet to a concrete monument; thence North 47° 21' 38" West a distance of 319.19 feet to a corner stone; thence leaving the easterly boundary of the Bellevue Manor Subdivision and running with the easterly boundary of the English property, North 1° 34' 59" East a distance of 715.05 feet to a corner stone; thence with the northerly boundary of the English property, North 85° 07' 17" West a distance of 948.72 feet to a point, said point being in a drain; thence leaving the English property and running with the easterly boundary of the Turner property, North 11° 49' 23" East a distance of 391.28 feet to a point; thence North 19° 25' 13" East a distance of 676.25 feet to an iron pipe, said pipe being in the northeasterly corner of the Turner property and being in the southeast corner of the Johnson property, said line passing through the center line of a TVA easement 283.10 feet back from the iron pipe; thence with the easterly boundary of the Johnson property, North 23° 20' 50" East a distance of 198.42 feet to an iron pipe; thence leaving the Johnson property and running with the McCandless property North 45° 22' 33" East a distance of 170.04 feet to a corner stone; thence continuing with the McCandless property, South 63° 10' 40" East a distance of 1002.35 feet to a 30" dead tree, said line leaving the McCandless property at a distance of 393.36 feet from the corner stone and continuing with the Alice Bell property; thence leaving the Alice Bell property and running with the Horn property, South 63° 00' 00" East a distance of 1416.33 feet to a hickory tree; thence continuing with the Horn property South 23° 08' 26" East a distance of 2176.40 feet to a corner stone; thence continuing with the Horn property, South 6° 14' 49" West a distance of 1209.49 feet to the point of beginning, said line passing through the center line of an 18-foot access easement to the herein described tract a distance of 851.88 feet from the point of beginning, said tract contains 168.095 acres, more or less.

TRACT II:

In addition to the above described tract there is a tract of land on the southerly side of I-40 which is more particularly described according to a survey of Turner Engineering Co., dated May 2, 1973, as follows:

BEGINNING at an iron pin in the southerly right-of-way line of I-40, said iron pin being 150 feet from a point in the center line of I-40 and being 1869.35 feet from the intersecting point of the center line of I-40 and U.S.

Highway 70-S and proceeding as follows: with the southerly right-of-way line of I-40, North 60° 01' 54" East a distance of 351.87 feet to an iron pin; thence leaving the southerly right-of-way line of I-40, South 7° 36' 04" West a distance of 307.0 feet to an iron pin; thence North 64° 03' 30" West a distance of 293.82 feet to the point of beginning and containing 0.982 of an acre.

The above descriptions contain a total of 169.077 acres, more or less, as per survey of Turner Engineering Company, dated May 2, 1973.

BEING property conveyed to Ruth M. Hodson by deed from Mary Louise Baldridge, widow, as of record in Book 2480, Page 17, said Register's Office.

This conveyance is made subject to easement granted Tennessee Electric Power Company by instrument of record in Book 787, Page 84, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gail Pigg, Trustee, her successors and assigns, forever; and I do covenant with said grantees that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs, representatives and successors, to warrant and forever defend the title to said real estate to the said Gail Pigg, Trustee, her successors and assigns, against the lawful claims of all persons.

It is understood by all parties that the purchaser is acquiring the property for the purpose of development and resale in smaller tracts and it is therefore agreed that the holder of the note secured by this instrument will release the lien hereof upon the following basis, provided that at all times there shall remain sufficient area for adequate ingress and egress to the remaining lands: In consideration of the down payment hereinabove acknowledged, the holder will release 20 acres of such land as may be selected and designated by the grantor. Thereafter, in consideration of each payment of $2,650.00 made upon the principal balance of said note, there will be released one (1) acre of land selected and designated by the grantees, it being understood that each tract of land released shall be contiguous to that previously released.

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 Gail Pigg, Trustee, hereinafter referred to as trustor, hereby transfers and conveys unto Rebecca Thomas, Trustee, her 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 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 her 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 6 per cent 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 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 her 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 her 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 her. 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, her 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 her 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 of Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

WITNESS our hands this 7th day of May, 1973, at Nashville, Tennessee.

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IDENTIF. REFERENCE

MAY 7 3 52 PM '73
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Ruth M Hodson
Mrs. Ruth M. Hodson

Gail Pigg, Trustee
Gail Pigg

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Rebecca Thomas, a Notary Public in and for said County and State, Mrs. Ruth M. Hodson and Gail Pigg, Trustee, the within named 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 7th day of May, 1973.

Rebecca Thomas
Notary Public

Commission Expires:

3-5-75

MAY-7?	CONV	99,000.00			
MAY-7?	CONV	99,000.00			
MAY-7?	CONV	30,253.95			
MAY-7?	MORT'G	99,000.00			
MAY-7?	MORT'G	63,060.30			
MAY-7?	S'TAX		A* 593.58		
MAY-7?	S'TAX		A* 160.10		
MAY-7?	PR'FEE		A* .50		
MAY-7?	W'DEED		A* 10.00	*	764.18