Prepared by: JOHN G. DOAK, ATTORNEY - 2525 Lebanon Rd. - Nashville, Tenn. 37214

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

INSTALLMENT DEED

BOOK 1706 PAGE 815

FROM:

Donelson Development Company, Inc.

TO:

C. E. Hooper, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $362,500.00.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10 DAY OF MAY, 1973.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-5-1972

| ADDRESS NEW OWNER AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NOS. |
|---|---|---|
| C. E. Hooper, Trustee | Same | M.86 |
| 2821 Lebanon Rd. | | P. 51-186 |
| Donelson, Tenn. 37214 | | M.85 |
| | | 41 Pt |

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS ($362,500.00) of which $1,000.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed an installment deed note of even date payable to the order of Donelson Development Company, Inc., payable in installments as follows: (Principal amount of note being $361,500.00 $1,000.00 on May 1,.1974; $1,000.00 on May 1, 1975; $89,875.00 on May 1, 1976; $89,875.00 on May 1, 1977; $89,875.00 on May 1, 1978; $89,875.00 on May 1, 1979. Interest shall accrue from May 1, 1973 at the rate of 8% per annum and has been paid six (6) months in advance at the time of closing (covering the period ending October 31, 1973) on November 1, 1973 interest shall be paid in advance for the six (6) months ending April 30, 1974. On each succeeding May 1st and November 1st interest shall be paid in advance until the loan has been paid in full. Loan can be paid in full at any time without penalty or buyer may substitute collateral acceptable to the Seller.
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.

DONELSON DEVELOPMENT COMPANY, INC., hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

C. E. HOOPER, TRUSTEE, with full power to mortgage, sell, transfer, or convey any part or all of the same without the joinder of any beneficiary, herein called grantee, his heirs, representatives and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two Tracts of Land in the Fourth Civil District of Davidson County, Tennessee described as follows:

TRACT ONE: Being described according to a survey by Gary R. Cummings, dated the 3rd day of May, 1973, as follows:

BEGINNING at a point which is an iron pin at the intersection of the southerly margin of Central Pike and the westerly edge of the right of way for the Old Hickory Branch of the L & N Railway; thence with said westerly margin of said right of way along a curve to the left with a radius of 2,927.8 ft., a distance of 970.88 ft. to a point on said right of way margin; thence continuing with said right of way margin south 17° 39' west 378 ft. to an iron pin on said margin; thence north 72° 21' west 25 ft. to an iron pin on said margin; thence south 17° 39' west 1108 ft. to the point of intersection of the westerly margin of said right of way and the center line of Stoner Creek; thence north 34° 05' west 330 ft. to a point; thence north 46° west 265 ft. more or less to a point in the center line of Stones River; thence with the center line of said Stones River north 5° 55' west 1908 ft. more or less to the point of intersection of the center line of Stones River and the southeasterly right of way line for Lebanon Road; thence with said southeasterly margin of said Lebanon Road north 65° 05' east 200 ft. to an iron pin on said margin; thence leaving said margin south 23° 49' east 200 ft. to an iron pin; thence north 74° 21' east 442.2 ft. to an iron pin; thence north 17° 30' east 100 ft. to an iron pin on the southerly margin of Central Pike; thence south 72° 30' east 106 ft. to a point; thence continuing with said margin along a curve to the left with a radius of 5,764.6 ft., a distance of 479.8 ft. to a point on said margin; thence south 77° 15' east 212 ft. to the point of beginning and containing 44.5 acres more or less.

TRACT TWO: Being described according to a survey by Hickerson and Pleasant Engineering Company dated July 15th, 1969 as follows:

BEGINNING at a point in the center line of Stoner Creek at its intersection with the easterly edge of the right of way for the Old Hickory Branch of the L & N Railway; thence with said easterly edge of said right of way north 17° 50' east 1270 ft. to a point on said right of way; thence leaving said right of way south 87° 45' east 286 ft. to a point; thence north 70° 0' east 267 ft. to a point near the westerly bank of Stoner Creek; thence with a line which crosses said Creek south 1° 40' west 1580 ft. to a point; thence south 51° 40' west 286 ft. to a point in Stoner Creek; thence with said creek north 77° 30' west 1239 ft. to the point of beginning and containing 41.48 acres more or less.

BEING part of the same properties conveyed to Donelson Development Company, Inc., a Tennessee Corporation, by First and Mid-South Advisory Company by a deed of record in Book 4664, page 505, Register's Office for Davidson County, Tennessee.

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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.

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 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 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 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 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 advise 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

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



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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 10th day of May, 1973.

DONELSON DEVELOPMENT COMPANY, INC.,

BY: J. R. Freeman, Sec.

C. E. HOOPER, TRUSTEE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named C. E. HOOPER, TRUSTEE the 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 the 10th day of May, 1973.

Mary S. McCord
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-22-76

STATE OF TENNESSEE

COUNTY OFDAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared J. R. Freeman, Sec. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the ~~President~~ Secretary of Donelson Development Company, Inc., the within named bargainor, a corporation, and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee, this 10th day of May, 1973.

Mary S. McCord
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-22-76

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2525 Lebanon Road
Nashville, Tenn. 37214

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BOOK 4706 PAGE 819

IDENTIF. REFERENCE

MAY 14 11 36 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| | | | | | |
|---|---|---|---|---|---|
| MAY 14 | CONV | * | .00 | 362,500.00 | |
| MAY 14 | MORT'G | * | .00 | 361,500.00 | |
| MAY 14 | S'TAX | | | A* 942.50 | |
| MAY 14 | S'TAX | | | A* 359.50 | |
| MAY 14 | PB'FEE | | | A* .50 | |
| MAY 14 | W'DEED | | | A* 8.00 | * 1,310.50 |