This Instrument Was Prepared By

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Installment Deed

Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Maurice W. Pinson, Trustee	SAME	76-1
(NAME) P.O. Box 900	(NAME)	7
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37202	(STREET ADDRESS)	70
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Five Thousand and no/100 -- ----------($175,000.00) ---------- *Dollars,*

of which Fifty Thousand and no/100 ----------($50,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Five Thousand and no/100 ----------($125,000.00) ---------- *Dollars,*

Maurice W. Pinson, Trustee *has executed*

a promissory note of even date herewith for the principal amount of $125,000.00 payable to the order of Al Wehby, Trustee in five (5) equal annual installments of $25,000.00 each, plus interest at the rate of 7-1/2% per annum; the first installment falling due twelve (12) months from date hereof, and the others on the same day of each year thereafter. Privilege of paying interest only on the balance of the entire indebtedness for the first two years of the term of said note is hereby granted, thus extending the payment of principal for another two years. Also, privilege of prepayment of all or any part of said note at any time, without penalty, is reserved by the grantee herein according to the terms and provisions of the Contract for Sale of Real Estate executed by Al Wehby, Trustee and Maurice Pinson. The terms of said contract are made a part of this document by reference thereto.

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, I, AL WEHBY, TRUSTEE,

have this day bargained and sold, and do hereby transfer and convey unto the said

MAURICE W. PINSON, TRUSTEE, his successors

and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 4th Civil District of Davidson County, Ten nessee, described according to a survey made by John Wilkes, Civil Engineer, dated April 14, 1938, as follows:
Beginning at a point in the center of the Lebanon Road (New Highway) at A. C. Hayes northwest corner and running thence with his line, south 1/2° west 256 feet to a stake; thence east 8 feet to a fence post; thence with the fence, south 3° west 824 feet; thence south 89-1/2° east 400 feet; thence north 88° east with Wither's line, 1180 feet; thence south 4° west with Jim Smith's line, 1080 feet to a fence post; thence with Jim Hager's line south 86° west 600 feet to a point; thence with Adamson's line, south 82° west 1746 feet to a corner stone; thence north 3° east 330 feet; thence north 88-1/2° east 382 feet; thence north 6° east 1165 feet; thence north 88° west 364 feet; thence north 2-1/2° east 415 feet to an elm; thence north 75° east 218 feet; thence north 1° east 245 feet to the center of the Highway; thence with the same, north 87° east 512 feet to the beginning, containing 67-1/2 acres, more or less.
Being the same property conveyed to Al Wehby, Trustee, by deed from Ernest W. Escue and wife, of record in Book 4307, page 583, Register's Office for said County.

This conveyance is made subject to title to that portion of the premises embraced within the bounds of any roads or highways.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 175,000.00

Subscribed and sworn to before me, this the 3rd day of July 1973

Affiant

My commission expires: 4/25/76

Notary Public

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JUL-3? Conv 90,000.00
JUL-3? CONV 85,000.00
JUL-3? MORT'G 90,000.00
JUL-3? MORT'G 35,000.00
JUL-3? S'TAX 455.00
JUL-3? S'TAX 129.50
JUL-3? PRFEE 6.00 M'DEED 584.50

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Maurice W. Pinson, Trustee, his ..... *(successors),* ~~heirs~~ *and assigns forever.* I *covenant 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,* except taxes for 1973 which are prorated and assumed by the grantee.

I *further covenant and bind* myself, my successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Maurice W. Pinson, Trustee, his ..... *(successors),* ~~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 dollar paid in cash, receipt of which is acknowledged, the said Maurice W. Pinson, Trustee ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow *, 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:*

Trustors 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 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.

Trustors further agree 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 trustors 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 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors 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, trustors fail 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 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 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 trustors, their 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

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 2nd *day of* July, *19*73.

C I 3896

IDENTIF. REFERENCE

JUL 3 1 27 PM '73

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Al Wehby, Trustee
Al Wehby, Trustee

Maurice W. Pinson, Trustee
Maurice W. Pinson, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Al Wehby, Trustee, and Maurice W. Pinson, Trustee,

*the within named bargainor*s, *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 31st *day of* July, *19*73.

Mary Ensey
Notary Public

MARY ENSEY
NOTARY PUBLIC AT LARGE

Commission expires 4/25/76