This instrument prepared by:
DON L. SMITH, ATTORNEY
American Trust Building
Nashville, Tennessee

Installment Deed

BOOK 4725 PAGE 462

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
McDowell Development Corporation (NAME:)	Same (NAME:)	M. 41 / M. 40
P. O. Box 149 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P. 29 / P. 63-66
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW / 67 PW

FOR AND IN CONSIDERATION of the sum of One Hundred Ninety Three Thousand Five Hundred and no/100 ----------($193,500.00)---------- *Dollars,*

of which Forty Three Thousand and no/100 ----------($43,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty Thousand Five Hundred and no/100 ----------($150,500.00)---------- *Dollars,*

McDOWELL DEVELOPMENT CORPORATION, a Tennessee corporation has executed its promissory note of even date herewith in the principal amount of $150,500.00 payable to the order of Z. T. Parrish, Jr. and wife, Mary Elizabeth Parrish, in ten equal annual installments of $15,050.00 each, plus interest on the unpaid principal balance at the rate of 1% above the prime interest rate being charged by First American National Bank of Nashville, Tennessee, at the time said installments are due, with the first installment falling due one year from date hereof and the others annually thereafter until paid in full,

(See * next page)

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, We, Z. T. PARRISH, JR. and wife, MARY ELIZABETH PARRISH,

have this day bargained and sold, and do hereby transfer and convey unto the said McDOWELL DEVELOPMENT CORPORATION, a Tennessee corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Two tracts of land in the Tenth Civil District of Davidson County, Tennessee, and being more particularly described according to a survey by Barge, Waggoner, Sumner & Cannon, Inc., Engineers, dated June 22, 1973, File No. 4896-03, as follows:

TRACT NO. 1: Being all of Tract No. 3 and portions of Tracts Nos. 1, 4 and 5 of the partition between the heirs of Mrs. Rebecca Jane Hutchison, deceased, of record in Book 448, page 352, Register's Office of said County as follows: Beginning at a point on the west margin of Interstate I-24, said point being 200 feet west of approximately centerline Station 190+47, also being a corner of the property conveyed to Clarence W. Cone, et ux, of record in Book 1847, page 522, Register's Office for Davidson County, Tennessee; thence, leaving said west margin of Interstate I-24 with one of Cone's west lines, South 08° 35' West, 415.6 feet to a point; thence, North 83° 18' West, 1023.4 feet to a point; thence, North 63° 26' West, passing an iron pipe at 216.5 feet and continuing with the meanders of a fence line along the top of a ridge, a total distance of 690.9 feet to a point, the southeast corner of the property conveyed to James William Burks, Jr., et ux, of record in Book 4447, page 509, Register's Office for Davidson County, Tennessee; thence, with Burks's east line with the meanders of a fence, North 03° 42' East, 2,176.6 feet to a point; thence, continuing with the meanders of a fence, North 86° 17' West, 416.1 feet to a point; thence, North 01° 29' West, 1,054.9 feet to a point in the westerly margin of Interstate I-24; thence, with said westerly margin of Interstate I-24, South 47° 49' East, 258.1 feet to a point; thence, South 34° 17' East, 1,275.0 feet to a point; thence, South 15° 50' East, 158.1 feet to a point; thence, South 43° 22' East, 253.2 feet to a point; thence, South 33° 57' East, 197.2 feet to a point, the beginning of a curve to the right; thence, with said curve, 874.9 feet to a point, said curve having a central angle of 9° 00' and a radius of 5,569.6 feet; thence, continuing with said margin of Interstate I-24, South 24° 46' East, 197.3 feet to a point; thence, South 23° 17' East, 652.8 feet to the point of beginning; containing 75.4 acres, more or less.

Part of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice R. Parrish, by deed from Z. T. Parrish, Sr., and wife, Annie Mai Parrish, of record in Book 4512, page 498, Register's Office of said County. An additional portion of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice Lee Parrish, by deed from James E. Covington, Clerk and Master, of record in Book 1644, page 546, Register's Office of said County. An additional portion of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice Lee Parrish, by deed from David L. Moore, unmarried, of record in Book 1781, page 277, Register's Office of said County. The remaining portion of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice Lee Parrish, by deed from Willard F. Skaggs and wife, Vera Mildred Skaggs, of record in Book 1758, page 19, Register's Office of said County. The said Clarice Lee Parrish subsequently died.

TRACT NO. 2: Being portions of Tracts Nos. 1 and 5 of the partition among the heirs of Mrs. Rebecca Jane Hutchison, deceased, of record in Book 448, page 352, Register's Office of said County, as follows:

Beginning at a point on the east margin of Interstate I-24, said point being 177.2 feet east of approximately centerline station 196 + 53, also being a corner of the property conveyed to Charles Gains Thompson, of record in Book 4488, page 556, Register's Office for Davidson County, Tennessee; thence, with said east margin of Interstate I-24, North 52° 58' West, 4.5 feet to a point; thence, North 23° 17' West, 878.0 feet to a point; thence, North 23° 47' West, 204.6 feet to the beginning of a curve to the left; thence, with said curve, 695.6 feet to a point, said curve having a central angle of 9° 59' and a radius of 3,994.7 feet; thence, continuing with said east margin of Interstate I-24, North 18° 22' West, 392.9 feet to a point; thence, leaving said margin of Interstate I-24 with a rock wall, South 44° 04' East, 151.0 feet to a point; thence, South 37° 28' East, 280.7 feet with the meanders of a rock wall and a fence line; thence, continuing with said fence line and Thomason's west line, South 49° 23' East, 312.6 feet to a point; thence, South 40° 17' East, 156.4 feet to a point; thence, continuing with meanders of said fence, South 28° 55' East, 439.3 feet to a point; thence, South 38° 36' East, 92.8 feet to a point; thence, South 50° 02' East, 208.6 feet to a point; thence, continuing with the meanders of a fence, South 17° 19' West, 335.2 feet to a point; thence, with a rock wall and a fence line, South 03° 44' West, 214.9 feet to a point; thence, South 08° 35' West, 194.9 feet to the point of beginning; containing 10.6 acres, more or less.

Part of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice Lee Parrish, by deed from James E. Covington, Clerk and Master, of record in Book 1644, page 546, Register's Office of said County. The remaining portion of the subject property was conveyed to Z. T. Parrish, Jr., and wife, Clarice Lee Parrish, by deed from Willard F. Skaggs and wife, Vera Mildred Skaggs, of record in Book 1758, page 19, Register's Office of said County. The said Clarice Lee Parrish subsequently died.

* No releases of the lien contained herein will be granted at the time of closing. If the Grantee should elect to use or sell the property at any time subsequent to two years from date of closing, releases of the lien contained herein will be granted on the basis of 75% of the sales price or $2,000.00 per acre, whichever amount is greater, or, at the option of the grantor, the grantee shall make arrangements through First American National Bank of Nashville or another financial institution with assets in excess of $100,000,000.00 to guarantee payments as provided herein, at which time the property will be released from the lien hereof in full.

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 McDowell Development Corporation, its _____ *(successors), 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 taxes for 1973 which are prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our _____ *heirs and representatives, to warrant and forever defend the title to said real estate to said* McDowell Development Corporation, its _____ *(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 McDowell Development Corporation, a Tennessee corporation, _____ *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.

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 5th *day of* July, *1973*

McDOWELL DEVELOPMENT CORPORATION

By: [signature] President

[signature] Sec'y

Z. T. Parrish Jr.

Mary Elizabeth Parrish

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, *a Notary Public in and for said County and State,* Z. T. Parrish, Jr. and wife, Mary Elizabeth Parrish,

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* 5th *day of* July, *1973.*

Mary Emery *Notary Public*

Commission expires 4/25/76

STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....

this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary Ensey*, a Notary Public of the State and County aforesaid, personally appeared* Robert J. Young*, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President*, of the* McDowell Development Corporation*, 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* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee

this 5th *day of* July*, 19*73

Mary Ensey
Notary Public

Commission expires 4/25/76

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201 220867

INSTALLMENT DEED

FROM

Z. T. Parrish, Jr. et ux.

TO

McDowell Development Corporation

JUL-6-73	CONV	99,000.00	
JUL-6-73	CONV	94,500.00	
JUL-6-73	MORT'G	99,000.00	
JUL-6-73	MORT'G	51,500.00	
JUL-6-73	S'TAX		A* 503.10
JUL-6-73	S'TAX		A* 148.50
JUL-6-73	PRFEE		A* .50
JUL-6-73	MDEED		A* 10.00 * 662.10

C 142 14

IDENTIF. REFERENCE

JUL 6 9 07 AM '73

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE