This instrument was prepared by:
Thomas C. Scott, 619 P.C. Bradford Bldg.
Nashville, Tennessee 37219

Installment Deed

BOOK 4729 PAGE 561

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas C. Scott, Trustee (NAME:)	Browning-Scott Company (NAME:)	to be assigned
P. O. Box O (STREET ADDRESS OR ROUTE NUMBER)	Suite A-200, 4004 Hillsboro Road (STREET ADDRESS)	later
Nashville, Tennessee 37219 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37215 (CITY) (ZONE) (STATE)	SM

FOR AND IN CONSIDERATION of the sum of Seven Hundred Fifty Thousand and 00/100 *Dollars,*

of which One Hundred Fifty Thousand and 00/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Hundred Thousand and 00/100 *Dollars,*

Miller Kimbrough, Sr., Miller Kimbrough, Jr., G. T. Scott, Jr., U. Grant Browning and Marvin Hopper *have executed* an Installment Deed Note of even date herewith, payable in eight annual equal installments with the last of installments due and payable on July 19, 1981, with interest on the unpaid balance thereof at the rate of six per cent (6%) per annum,

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, Hollie F. Baker, Jr., Eulalia Baker Scott, Pattie Baker Vernon, and Arthur M. Spining, III, John Baker Spining, and William Parker Spining

have this day bargained and sold, and do hereby transfer and convey unto Thomas C. Scott, Trustee, with full power, his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: a ~~53.07~~ 57.03 parcel of land more particularly described in Exhibit A attached hereto.

The Grantors agree to release acreage from the above real estate from time to time upon payment by the Grantee of Fifteen Thousand Dollars ($15,000.00) to be applied upon the next maturing installment of indebtedness under the above described Installment Deed Note. The Grantors do hereby authorize, empower, and appoint O. B. Hofstetter, Jr., and William H. Underhill* as their attorneys in fact to execute all releases of acreage hereunder. Grantee agrees that no release will be requested that would leave remaining land landlocked.

* and Alfred T. Adams, Sr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 750,000.00

Affiant

Subscribed and sworn to before me, this the 20th day of July 19 83

Notary Public

My commission expires:

(Affix Seal)

JUL 20 73	CONV	*	.00 750,000.00	
JUL 20 73	MORT'G	*	.00 600,000.00	
JUL 20 73	S'TAX		A* 1,950.00	
JUL 20 73	S'TAX		A* 598.00	
JUL 20 73	PR'FEE		A* .50	
JUL 20 73	W'DEED		A* 10.00	* 2,558.50

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 Thomas C. Scott, Trustee, his .....*(successors), heirs and assigns forever.* We *covenant that* We *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 said real estate to said* Thomas C. Scott, 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 Thomas C. Scott, Trustee, ...*hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr. *, 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 18 *day of* July, 1973

Thomas C. Scott, Trustee

Thomas C. Scott, Trustee

Hollie F. Baker, Jr.

Eulalia B. Scott

Hattie Baker Vernon

/S/ Arthur M. Spining, III

/S/ John Baker Spining

/S/ William Parker Spining

BY Arthur M. Spining, Jr.
Arthur M. Spining, Jr.
Attorney in Fact

C 1802 4

IDENTIF. REFERENCE

Jul 20 8 41 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ RUTHERFORD }

Personally appeared before me, John D. Alley *a Notary Public in and for said County and State,* Hollie F. Baker, Jr. *the within named 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 Murfreesboro, *Tennessee, this* 18 *day of* July, *19*73

John D. Alley *Notary Public*

Commission expires 5-17-77

NOTARY PUBLIC RUTHERFORD CO. TENN. AT LARGE

NOTARY PUBLIC DAVIDSON CO. TENN.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah N. Akin, *a Notary Public in and for said County and State,* Thomas C. Scott, Trustee,

the within named 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 19th *day of* July, *19* 23

Deborah N. Akin *Notary Public*

Commission expires My Commission Expires JUNE 1, 1922

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* .....
with whom I am personally acquainted, and who, upon oath, acknowledged .....*self to be* .....
.....*of the* .....
the within named bargainor, a corporation, and that ..... *he as such* .....
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....*self as* .....

Witness my hand and seal, at office in .....
this .....*day of* ....., *19*.....

..... *Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah N. Akin, *a Notary Public in and for said County and State,* Eulalia Baker Scott, Pattie Baker Vernon, and Arthur Mc. Spining, Jr. attorney in fact for Arthur M. Spining, III, John Baker Spining, and William Parker Spining,

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 19th *day of* July, *19* 23

My Commission Expires JUNE 1, 1927 Deborah N. Akin *Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

TO

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

EXHIBIT A

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A tract of land in Davidson County, Tennessee, located at the northeast corner of Haywood Lane and I-24, and described according to a survey by Resource Development Corporation and dated December 11, 1972, as follows:

Beginning at a point, being a concrete monument at the intersection of the west margin of Antioch Pike and the north margin of Haywood Lane; thence S 69°19'57" E, a distance of 236.88 feet to a concrete monument; thence N 26°16'21" W, a distance of 19.29 feet to a concrete monument; thence along the northerly margin of Haywood Lane S 73°56'25" W, a distance of 305.89 feet to a concrete monument, the beginning of the northeast ramp of I-24 and Haywood Lane; thence along the north margin of said ramp S 85°55'34" W, a distance of 438.89 feet to a concrete monument; thence N 69°51'27" W, a distance of 465.07 feet to a concrete monument; thence N 42°28'40" W, a distance of 477.09 feet to a concrete monument in the east margin of I-24; thence following along the easterly margin of I-24 N 30°29'46" W, a distance of 1107.63 feet to a concrete monument; thence N 89°03'04" E, a distance of 28.38 feet to a concrete monument; thence S 27°11'53" E, a distance of 1.62 feet to a concrete monument; thence leaving the easterly margin of I-24 and continuing along the southerly margin of Mangum Heights, as of record in Plat Book 2330, Page 147, Register's Office, Davidson County, Tennessee, S 86°10'46" E, a distance of 172.59 feet to a concrete monument being the westerly margin of Bakertown Road; thence S 84°39'33" E, a distance of 59.63 feet to a concrete monument being the easterly margin of Bakertown Road; thence from said monument S 86°27'33" E, a distance of 102.50 feet to a monument being the easterly property line of said Mangum Heights, and the beginning of the westerly property line of the Harper Property; thence along the southerly property line S 86°00'08" E, a distance of 365.49 feet to a concrete monument being the easterly property line of the Harper Property and the westerly property line of Cherokee Hills Subdivision, Section 9, as of record in Plat Book 4300, Page 135, Registrar's Office, Davidson County, Tennessee; thence along the southerly margin of said Cherokee Hills Subdivision S 86°06'17" E, a distance of 569.84 feet to an iron pin set in concrete; thence along the southerly margin of Cherokee Hills Subdivision, Section 8, S 86°06'17" E, a distance of 1062.40 feet to a point being a 24" poplar tree; thence S 03°00'10" W, a distance of 536.04 feet to an iron pin; thence S 75°03'45" E, a distance of 162.80 feet to a concrete monument at the westerly margin of Antioch Pike; thence along said margin S 29°25'15" W, a distance of 306.45 feet to a concrete monument; thence around a curve to the left having a radius of 439.12 feet, a distance of 289.68 feet to the point of beginning, and containing an area of 57.03 acres, more or less.

Being property devised to the devisees of H. F. Baker, deceased, said devisees being the children of said H. F. Baker, deceased, or record in Will Book 75, Page 340, Probate Court.

Save, less and except from the above described land a portion thereof being a cemetery with the beginning point thereof located as follows: beginning at a concrete monument being the easterly property line of the Harper Property and the westerly property line of Cherokee Hills Subdivision, Section 9, as of record in Plat Book 4300, Page 135, Register's Office for said county; thence S 86°06'17" E, 569.84 feet to an iron pin set in concrete; thence S 6°23'54" E, a distance of 793.21 feet to the point of beginning for the herein described parcel; thence, from said point of beginning, S 88°03'52" E a distance of 70.47 feet to a point; thence S 00°27'26" W a distance of 91.41 feet to a point; thence N 88°46'16" W a distance of 70.41 feet to a point; thence N 00°23'42" E a distance of 92.28 feet to the point of beginning.