Prepared by William B. Higgins, Att. 338 46th Avenue North Nashville, TN 37209

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
W. K. Davis 1st. & Mid-South Companies P. O. Box 2568 315 Union Street Nashville, Tennessee 37219 (CITY) (P. O. ZONE) (STATE)	SAME BOOK 4751 PAGE 679 (STREET ADDRESS) (CITY) (ZONE) (STATE)	127 55

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $150,556.04

ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY SIX& 04/100's--------DOLLARS of which $15,055.60 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

has executed his one promissory note of even date herewith, for the sum of $135,500.44, payable to the Grantor herein with no principal payment due for the first three years, however, interest shall be paid annually at the rate of 7½% per annum on said principal amount, with the first year's interest prepaid on this date, and thereafter the sum of $19,357.20 payable annually on the principal, beginning on the 27th day of September, 1977, and on the same day of the next 6 years plus interest at 7½% per annum, payable annually, with privilege of pre-payment reserved.

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.

We, John Coleman Davis, Jr. and wife, Ruby Davis

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

G. William Davis, John R. Jones, and Willie K. Davis

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

OCT-2	CONV	90,000.00		
OCT-2	CONV	60,055.60		
OCT-2	MORT'G	90,000.00		
OCT-2	MORT'G	45,500.44		
OCT-2	S'TAX		A* 390.26	
OCT-2	S'TAX		A* 133.50	
OCT-2	PR'FEE		A* .50	
OCT-2	W'DEED		A* 6.00	* 530.26

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

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 convenant 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 and Easements of record for TVA

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 Jack Hicks 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 $ins 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 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 27th day of September 1973

John Coleman Davis Jr. — JOHN COLEMAN DAVIS, JR.

John R. Jones — JOHN R. JONES

G. William Davis — G. WILLIAM DAVIS

Willie K. Davis — WILLIE K. DAVIS

Ruby Davis — RUBY DAVIS

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 150,055.60

Affiant

Subscribed and sworn to before me, this the 27th day of September 19 73

My commission expires October 24, 1976 (Affix Seal) — Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named ~~John Coleman Davis, Jr. & Ruby Davis~~, G. William Davis, John R. Jones, Willie K. Davis the bargainor, 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 27th day of September 19 73

Commission Expires October 24, 1976 — Notary Public

STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Barbara Ferguson, a Notary Public in and for said County and State, John Coleman Davis, Jr. and wife, Ruby Davis

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 27th day of September, 19 73

Barbara Ferguson — Notary Public

Commission expires 10/26/74

INSTALLMENT DEED

FROM John Coleman Davis, Jr. et ux

TO G. William Davis, Et al

C 26133

IDENTIF. REFERENCE

OCT 2 11 46 AM '73

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Return To: Dobson & Johnson

Published by
TENNESSEE TITLE COMPANY
2114 Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

EXHIBIT "A"

Land in the 9th Civil District of Davidson County, Tennessee, described in part according to a survey of Charles D. Wallace, dated June 15, 1973 as follows:

BEGINNING at an iron pin in the northerly right of way line of Highway 70 South said point being a southwest corner of a tract belonging to G. William Davis, John R. Jones and W.K. Davis;thence with the right of way of Highway 70 South N 22°22'00"W 317.09 feet to an iron pin the beginning of a curve to the left;thence with said curve having a radius of 985.39 feet, a central angle of 36° 55' 38" a curve distance of 635.08 feet to an iron pin;thence N 59° 17' 38" W 502.92 feet to an iron pin said pin being a southeast corner of Marymount Subdivision section One; thence leaving the highway with the east line of said Marymount Subdivision tract N 25°18'55"E 764.95 feet to a concrete monument said monument being a northeast corner of said Marymount Subdivision; thence with the north line of said tract N87°47'30"W 733.51 feet to an iron pin in a fence line near a large stone; thence N01°05'14"E 218.45 feet along Marymount Subdivision east line to an iron pin in the center of an old road now abandoned; thence with said road along the south line of R.D. Smith, Mrs. Mary Boone, and F.D. Boone's N42°E 165 feet to an iron pin; thence N59°00'27"E 263.65 feet to an iron pin; thence N62°11'24"E 463.88 feet to an iron pin; thence N39°21'09"E 347.43 feet to an iron pin; thence N57°16'05"E 280.12 feet to an iron pin; thence N72°13'26"E 348.16 feet to an iron pin; thence N58°13'13"E 348.32 feet to an iron pin; thence N39°37'56"E 280.28 feet to an iron pin; thence N60°19'32"E 223.70 feet to an iron pin; thence N73°35'35"E 167.73 feet to an iron pin in the center of a gravel lane to the north and on the north side of Buffalo Creek; thence with the west line of the Walton Construction Company's tract S01°29'03"W 709.15 feet, more or less, to an iron pin; thence S30°01'02"E 362.96 feet to an iron pin; thence S02°30'00"W 845.19 feet to an iron pin in a fence corner of Walton Construction Company's southwest corner; thence along Walton Construction Company's south line N89°59'10"E 1897 feet to a point said point being the northwest corner of a tract sold by quitclaim deed from J.C. Davis and wife, Ruby Davis to William A. English and wife, Betsy J. English, or record in Book 4701, Page 1; thence with the west line of said tract S 09°33'00"W 185.50 feet to an iron pin; thence N90°00'00"W 280.47 feet to an iron pin thence S 07°08'00"W 804.24 feet to an iron pin in a fence corner said corner being the northeast corner of a tract belonging to G. William Davis, John R. Jones, and W.K. Davis; thence with the northerly line of said tract N88°36'32"W 2606.40 feet to an iron pin at a gate post the northwest corner of the G. William Davis, John R. Jones and W.K. Davis tract; thence with the west line of said tract S 00°31'43"W 734.62 feet, more or less, to the point of beginning and containing 142.034 acres including easement by the Tennessee Valley Authority.

Being the same property vested in John Coleman Davis, Jr., as sole heir-at-law of John Coleman Davis, Sr., deceased, and being all the property owned by Grantor at this location.

The "Buyer" covenants for himself and his successors in title that he shall do no act which would cause any damage to the improvements presently situated on the above described property for a period of four (4) years from the date hereof.

And further covenants for himself and his succeesors in title that he will not cut any timber off of the above described premises for a period of four (4) years from the date hereof, nor will he permit any other person to do so.