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

# Installment Deed

BOOK 4764 PAGE 974

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Lowell Wammock | same | |
| (NAME:) Suite 213 6685 Peachtree Industrial Blvd. | (NAME:) | 175 |
| (STREET ADDRESS OR ROUTE NUMBER) Chamblee Ga. 30340 | (STREET ADDRESS) same | P/O 2nd |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Two Hundred Twenty Thousand Sixty Five and no/100 ----------($220,065.00) ---------- *Dollars,*

*of which* Five Thousand and no/100 ----------($5,000.00) ---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Fifteen Thousand Sixty Five and no/100 ----------($215,065.00) ---------- *Dollars,*

LOWELL WAMMOCK *has executed* two promissory notes of even date herewith payable to the order of McDOWELL DEVELOPMENT CORPORATION, the first note being in the amount of $105,032.50 due and payable on or before December 31, 1973 and bearing no interest, and the other note being in the amount of $110,032.50 due and payable on or before October 1, 1974, plus interest at the rate of 8% per annum on the unpaid principal balance, with privilege reserved by the grantee herein of prepayment in part or in full, at any time, without penalty,

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

Land in the 5th Civil District of Davidson County, Tennessee, described more particularly according to a survey by Hart, Freeland, Roberts, Inc., Architects and Engineers, Job No. 4196, dated October 3, 1973, as follows:
Beginning at a point on the westerly margin of Heil-Quaker Boulevard, said point being 1,372.92 feet southwardly from the southerly margin of Teledyne Place, as measured along the said westerly margin of Heil-Quaker Boulevard; thence continuing with the said westerly margin of Heil-Quaker Boulevard, South 4° 15' West 657.26 feet to a point; thence leaving the westerly margin of Heil-Quaker Boulevard North 85° 45' West 968.14 feet to a point in an existing fence line; thence with said existing fence line North 0° 52' East 75.13 feet to a point in an existing fence corner; thence leaving said fence line and fence corner, North 4° 15' East 582.26 feet to a point; thence South 85° 45' East 972.57 feet to the point of beginning, containing 14.671 acres, more or less.

Being part of the property conveyed to McDowell Development Corporation, a Tennessee corporation, by deed from Rellie Sadler and wife, Mary K. Sadler, of record in Book 4416, page 34, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants contained in an instrument of record in Book 4673, page 508, Register's Office for Davidson County, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 220,065.00

Affiant

Subscribed and sworn to before me, this the 12th day of December 1973

My commission expires 4-4-1975
(Affix Seal)

Notary Public

The property shall be released by Seller to Purchaser subject to the provisions of this Agreement from the lien of the installment deed in recordable form in Tennessee upon payment by Purchaser to Seller of Fifteen Thousand and no/100 ($15,000.00) Dollars for each acre (said sum to be prorated for fractions of acres) sought to be released.

Seller shall be under no obligation to release any of the Property under the provisions of this paragraph except as follows:

(1) No releases shall be granted for the down payment.

(2) Purchaser shall have the right to designate the specific acreage to be released, provided that the property remaining subject to the lien of the installment deed shall have access by a public right-of-way.

(3) The request for release by Purchaser must be in writing.

(4) The written request must include with it a plat of survey of the property to be released prepared by a reputable surveyor licensed as such under the laws of the State of Tennessee prepared at the expense of Purchaser.

(5) The property to be released shall be in parcels of contiguous acres.

(6) Except for the initial release each block must be contiguous to parcels previously released.

(7) Purchaser shall be entitled to release without any requirement for payments from the lien hereof portions of the property to be dedicated for streets, utilities, or any other public or quasi-public purpose in connection with the development of the property; provided that prior to any such release Seller shall have approved in writing the location of such streets or easements, however, such approval shall not be unreasonably withheld.

Upon payment at any time, exclusive of down payment, by Purchaser to Seller of a sum of money for the release of the property, said payment shall entitle Purchaser to a release of said property and shall reduce by such amount so paid the principal amount under said notes payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A prepayment of an amount less than that required to release the property as provided hereinabove shall nevertheless serve as a partial payment on such release price which shall entitle purchaser to a release thereof upon payment of the balance therefor, and such a prepayment shall also reduce by the amount paid the principal amount under said note payable at the next succeeding date or dates on which a payment of principal will be due and has not theretofore been paid. A payment of a principal sum made pursuant to the requirements of said note will, in like manner, operate to release from said Installment Deed a number of acres equivalent in release price to said payment.

Anything hereinabove provided to the contrary notwithstanding, Purchaser shall be entitled to no release if Purchaser is in default in the observance or performance of Purchaser's obligation under said note or said installment deed.

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* Lowell Wammock, his ..... *(successors), heirs and assigns forever.* Grantor does *covenant that* it is *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 to be prorated and paid by the seller.

Grantor does *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Lowell Wammock, 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* Lowell Wammock ..... *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* 9 *day of* November, *19* 73.

C 3 2 0 2 5

IDENTIF. REFERENCE

NOV 15 1 37 PM '73

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

McDOWELL DEVELOPMENT CORPORATION

By: ..... President.

BY W. Wayne Caskey, Jr.

Attest: .....

Paul W. Wammock

Lowell Wammock

STATE OF ~~TENNESSEE~~ Georgia)
COUNTY OF ~~DAVIDSON~~ Fulton )

*Personally appeared before me,* Paul R. Ervin, Jr., *a Notary Public in and for said County and State,* Lowell Wammock,

*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~~ Atlanta, Georgia ~~TENNESSEE~~ *this* 9th *day of* November, *19* 73.

Paul R. Ervin, Jr. *Notary Public*

*Commission expires* Notary Public, State at Large
My Commission Expires Sept. 10, 1977

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,* John B. Cushman, *a Notary Public of the State and County aforesaid, personally appeared* Robert J. Young and DeWayne Baskette, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary-Treasurer *of the* McDowell Development Corporation, *the within named bargainor, a corporation, and that* they *as such* President and Secretary-Treasurer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* President and Secretary-Treasurer

*Witness my hand and seal, at office in* Nashville, Tennessee,
*this* 9 *day of* November, *19* 73.

John B. Cushman .....*Notary Public*

*Commission expires*.....

My Commission Expires Aug. 14, 1974

NOV15'73 CONV * $ 220,065-00
NOV15'73 MORT'G * $ 315,065-00
NOV15'73 ST'TAX A* 572.26
NOV15'73 ST'TAX A* 213.10
NOV15'73 PB'FEE A* .50
NOV15'73 W'DEED A* 8.00 * 793.86

# INSTALLMENT DEED

FROM

McDowell Development Corporation

TO

Lowell Wammock

2/1793

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

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