"THIS INSTRUMENT PREPARED BY JOSEPH G. CUMMINGS, ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

BOOK 1831 PAGE 792 **Installment Deed**

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Wiggins Associates (NAME:)	(Same) (NAME:)	Map 102-8
3838 First Nat'l Bank Tower (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 2 and 3
Atlanta, Georgia 30303 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	8DA-35870 8DA-35845

FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty Thousand Six Hundred Twenty-eight and No/100 ($350,628.00) *Dollars, of which* One Hundred One Thousand Six Hundred Eighty-two and 12/100 ($101,682.12) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Forty-eight Thousand Nine Hundred Forty-five and 88/100 ($248,945.88) *Dollars,* Wiggins Associates, a Georgia General Partnership, *has executed* its promissory note of even date herewith in the principal amount of Two Hundred Forty-eight Thousand Nine Hundred Forty-five and 88/100 ($248,945.88) Dollars, payable to the order of Madge A. Jackson in ten (10) equal annual installments as stated therein, with interest on the unpaid principal balance at the rate of eight (8%) percent per annum, the first such installment being due twelve (12) months from the date hereof;

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, Madge A. Jackson, a widow, *have this day bargained and sold, and do hereby transfer and convey unto the said* Wiggins Associates, a Georgia General Partnership, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being part of lot No. 4 on the Plan of the Bass Lands, as of record in book 57, page 97, Register's Office for said County, described according to a survey made by Turner Engineering Co., Inc., June 25, 1974, as follows:
Beginning on the northeasterly margin of Old Hickory Boulevard, formerly Clees Ferry Road, at an iron pin, the present southwest corner of the A. B. and J. R. Pratt property; thence with the southeasterly line of said property, north 45° 28' 04" east 583.52 feet to an iron pin at the northwest corner of the property conveyed to Ewing J. Bass and wife by deed from A. M. Brooks, Jr. and wife, of record in book 1727, page 140, said Register's Office; thence with the southwesterly line of said Bass property, south 49° 12' 23" east 352.88 feet to an iron pin in the northwesterly margin of Charlotte Pike (U. S. 70 N); thence with said Pike south 41° 28' west 397.53 feet to an iron pin; thence north 48° 32' west 5 feet; thence south 41° 28' west 161.85 feet to the beginning of a curve; thence around said curve in a southwesterly and northwesterly direction 39.27 feet to the northeasterly margin of Old Hickory Boulevard; thence with said Boulevard, north 48° 32' west 259.09 feet to an iron pin, continuing with said Boulevard and a curve with a

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 350,628.00

Subscribed and sworn to before me, this the 5th day of July 74.

Affiant

My commission expires: NOTARY PUBLIC (Affix Seal)

Nancy C. Walker
Notary Public

radius 2894.79 feet, 104.48 feet to the beginning, containing 4.963 acres, more or less.

Being the same real property conveyed to John M. Jackson and wife, Madge Jackson, by deed from Sarah E. Brooks, of record in book 2296, page 429, and to Madge Atchley Jackson by deed from John W. Jackson, of record in book 3888, page 407, Register's Office for said County, the said John W. Jackson having since died.

Said real property is sold and conveyed subject to the following:

1. 1974 real property taxes which have been prorated and assumed by the Grantee.

2. Terms and provisions of a lease between John W. Jackson et ux. and Capitol Oil Corporation, of record in Book 3156, page 269, R.O.D.C., Tennessee.

3. Agreement for dedication of easement for sanitary sewers and/or storm drainage, of record in Book 4308, page 654, R.O.D.C., Tennessee.

unimproved ( ) This is improved (X) property, known as 6530, 6536 Charlotte Pike, Nashville, Tennessee
(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 Wiggins Associates, a Georgia General Partnership, its *(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 as stated herein.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Wiggins Associates, a Georgia General Partnership, 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 Wiggins Associates, a Georgia General Partnership, *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph G. Cummings, *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:*

[illegible]

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; [illegible] *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.

BOOK 4831 PAGE 794

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, [illegible] 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, [illegible], 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.

Subject to paragraphs (1) and (2) of the Rider attached hereto and hereby*

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*74.

C61868

IDENTIF. REFERENCE

JUL 5 2 29 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Madge A. Jackson
MADGE A. JACKSON

WIGGINS ASSOCIATES, a Georgia General Partnership

By: [signature]
Partner

*made a part hereof.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nancy C. Walker, *a Notary Public in and for said County and State,* Madge A. Jackson,

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 Nashville, *Tennessee, this* 5th *day of* July, *19*74.

Nancy C. Walker *Notary Public*

NANCY C. WALKER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 5-4-75

STATE OF.....

COUNTY OF.....

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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, Janice E. McClanahan, *a Notary Public of the State and County aforesaid, personally appeared* Richard J. Dora, a General Partner, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* General Partner *of* Wiggins Associates, a Georgia General Partnership, *the within named bargainor, a ~~corporation~~ partnership, and that* he *as such* General Partner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the ~~corporation~~ partnership by* him *self as* General Partner.

Witness my hand and seal, at office in Nashville, Tennessee
this 2nd *day of* July, *19* 74.

Janice E. McClanahan, Notary Public

Commission expires August 17, 1976

JANICE E. McCLANAHAN NOTARY PUBLIC DAVIDSON COUNTY TENN.

JUL-5-74	CONV	*		350,628.00
JUL-5-74	MORT'G	*		248,945.88
JUL-5-74	S'TAX		A*	911.56
JUL-5-74	S'TAX		A*	246.90
JUL-5-74	PR'FEE		A*	.50
JUL-5-74	W'DEED		A*	20.00 * 1,178.96

INSTALLMENT DEED

FROM
MADGE A. JACKSON,
a widow

TO
WIGGINS ASSOCIATES,
Georgia General Partnership

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

Rider to Installment Deed from
Madge A. Jackson to Wiggins Associates

The following provisions are deemed incorporated in the portion of the foregoing Installment Deed whereby Wiggins Associates does convey the within described to Joseph G. Cummings, Trustee:

(1) The Trustors may demolish all existing improvements on the within described property and may otherwise clear, grade and develop the said property.

(2) The Trustors may obtain a release from the lien retained in the foregoing Installment Deed of all or a portion of the within described property by depositing Collateral under the terms of an Escrow Agreement in the form attached hereto and made a part hereof. The amount of the Collateral to be so deposited shall be determined in accordance with paragraph 18 of that certain Option Agreement, dated November 26, 1973, made by and between Madge A. Jackson and Floyd H. Adams. In the event of a partial release, the amount of the Collateral shall be pro-rated in the proportion that the number of front feet on Charlotte Pike of the property to be released bears to the total frontage of the property along said Charlotte Pike. The southwesterly and northeasterly lines of any property to be partially released shall be substantially parallel to the southwesterly or northeasterly line of the property herein described.

Madge A. Jackson

Madge A. Jackson

WIGGINS ASSOCIATES

By Alfred E. Abbey, Attorney

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 197__, by and among _____, hereinafter called "Purchaser", MADGE A. JACKSON, hereinafter called "Seller" and THIRD NATIONAL BANK OF NASHVILLE, Nashville, Tennessee, hereinafter called "Escrow Agent".

PRELIMINARY STATEMENT:

On _____, 197__ Purchaser acquired from Seller that certain real property located in Davidson County, Tennessee, hereinafter called the "Property", a more particular description of which is attached hereto as Exhibit A. In connection with the acquisition of the Property, Purchaser deliverd to Seller a promissory note in the principal amount of $_____, hereinafter called the "Note", a true and correct copy of which is attached hereto as Exhibit B. Until the date of execution and delivery of this Escrow Agreement, the Note has been secured by a deed of trust on the Property. In order to secure a cancellation of the deed of trust and a release of the Property therefrom, the parties are executing this Escrow Agreement as security for the performance of Purchaser's obligations under the Note.

1. Purchaser does hereby deposit with Escrow Agent United States security or treasury bills or other investments accepted in writing by Seller, hereinafter called the "Collateral, (being more particulary described in Schedule 1 hereto), and Escrow Agent does hereby acknowledge receipt of the Collateral and agrees to hold the Collateral and to use and dispose of it in accordance with the terms of this Agreement.

2. The Collateral is being held by the Escrow Agent for the purpose of securing to the Seller the performance by Purchaser of its obligations under the Note.

3. The Escrow Agent shall exercise reasonable care in the custody and preservation of the Collateral and shall be deemed to have exercised such reasonable care if he takes such action for that purpose as Purchaser shall request in writing, but failure of the Escrow Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care.

4. In the event that Purchaser shall fail to make any payment of principal or interest due under the Note, or shall commit any other default under the terms of the Note, Seller shall have the right by written notice either (a) to declare the entire unpaid principal balance due under the Note immediately due and payable and to require Escrow Agent to convert the Collateral into cash, which cash shall be paid over to Seller to be applied against all unpaid principal and accrued interest then due and payable, or (b) to require the Escrow Agent periodically and from time to time to convert to cash that amount of the Collateral as shall be required to satisfy payments of principal and interest then in default. Any Collateral (or cash resulting from conversion of Collateral) remaining in Escrow Agent's possession after all principal and interest on the Note have been fully paid shall be returned to Purchaser.

5. Upon each payment of principal and accrued interest by Purchaser pursuant to the terms of the Note, an equivalent amount in value of the Collateral shall be released to Purchaser by Escrow Agent.

6. All interest or dividends earned on the Collateral will be considered additional Collateral subject to the terms of this Agreement.

7. In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may rely upon the authenticity of, the truth of the statements contained in, and shall be protected in acting upon any paper or document believed by the Escrow Agent to be genuine and to have been signed and presented by the proper party. The Escrow Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction or request of Purchaser.

8. Purchaser agrees to pay the Escrow Agent for its services hereunder and to reimburse the Escrow Agent for all expenses incurred hereunder.

9. The Escrow Agent may resign and be discharged from this Agreement by delivering notice to Purchaser and Seller specifying the date when such resignation shall take effect. The Escrow Agent may be removed at any time with or without cause by an instrument in writing delivered to the Escrow Agent and signed by Purchaser and Seller specifying such removal and the date when it shall take effect. In the case of any such resignation or removal, a successor escrow agent may be appointed by Purchaser by instrument in writing delivered to the Escrow Agent. Upon the Escrow Agent's receipt of such writing appointing a successor escrow agent and a signed acceptance of such appointment by the successor escrow agent, such resignation or removal shall become effective, and the Escrow Agent shall deliver this Agreement and the corpus held hereunder to such successor escrow agent. No such resignation or removal shall deprive the Escrow Agent of its compensation earned prior thereto.

10. The Escrow Agent is relieved from giving bond, filing an inventory or appraisement and from reporting to, or obtaining the order of, any Court.

11. All rights and remedies expressed herein are in addition to all other rights and remedies available under other agreements or by law. In particular, the obligations of Purchaser hereunder shall be specifically enforceable by the Escrow Agent, and the Escrow Agent agrees to exercise diligence in such enforcement. No delay or failure on the part of the Escrow Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Escrow Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

12. Notices and other communications hereunder shall be in writing, signed and sent by certified or registered mail, postage prepaid, addressed:

Purchaser:

Escrow Agent:

Seller:

or at such other address as may hereafter be designated in writing to either party. The time and date of the postmark shall be the time and date the communication is deemed given.

13. The occurrence and continuance of an event of default hereunder or any other fact requiring action of the Escrow Agent shall be established for purposes of this Agreement in the following manner:

Either Purchaser or Seller may give written notice of such fact or facts to the Escrow Agent. Within five (5) days after receipt of such written notice, the Escrow Agent shall send a copy of such notice to the other party. Unless such other party shall dispute the existence of such fact or facts within ten (10) days after his receipt of such copy, then such fact or facts shall be deemed for purposes of this Agreement to exist. In the event that such other party by written notice delivered to the Escrow Agent during such ten (10) day period disputes such fact or facts, or in the event of any dispute between Purchaser, Seller or the Escrow Agent with respect to any relevant matter under this Agreement, the Escrow Agent shall be entitled to tender into the registry or custody of any Court of competent jurisdiction the Collateral, together with this Escrow Agreement and such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Escrow Agreement. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof. The filing of such legal proceedings shall not deprive the Escrow Agent of its compensation earned prior to such filing.

14. Purchaser and Seller jointly and severally hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its

acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigations arising from this Escrow Agreement or involving the subject matter hereof.

15. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

16. This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement under seal on the date first above written.

PURCHASER:

[redacted] (SEAL)

SELLER:

_____ (SEAL)
Madge A. Jackson

ESCROW AGENT: THIRD NATIONAL BANK OF NASHVILLE, NASHVILLE, TENNESSEE

By: _____ (SEAL)

Attest: _____