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IDENTIF. REFERENCE

OCT 3 12 15 PM '74
FELIX Z. NELSON JR REGISTER
DAVIDSON COUNTY, TENN.

BOOK 4857 PAGE 443

mail
This instrument prepared by:
Bass, Berry & Sims
27th Floor First American Center
Nashville, Tennessee 37238
attn: Jas Roach, Atty

INSTALLMENT DEED

Address New Owners:	Send Tax Bills To:	Map-Parcel Numbers:
Thompson Properties 117 TT 330, LTD. 2409 21st Avenue, South Nashville, Tennessee	SAME	67-90 67-91 78-20

FOR AND IN CONSIDERATION of the sum of Four Hundred Forty Thousand and no/100 ($440,000.00) Dollars, or which Nine Thousand Five Hundred Sixty-five and no/100 ($9,565.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Four Hundred Thirty Thousand Four Hundred Thirty-five and no/100 ($430,435.00) Dollars, Thompson Properties 117 TT 330, Ltd., a Tennessee limited partnership in which Gary L. Thompson is the sole general partner ("Buyer"), has executed an installment note of even date herewith, payable to the order of Lewis W. Collier and wife, Dale S. Collier ("Grantors"), with interest on the unpaid balance at the rate of eight (8%) percent per annum, we, Lewis W. Collier and wife, Dale S. Collier, have this day bargained and sold and do hereby transfer and convey unto Thompson Properties 117 TT 330, LTD., its successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Three tracts of land in said county, as described below:

TRACT NO. 1: A tract of land in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, about eight miles west of the City of Nashville. Being parts of lots Nos. 2 and 3 on the Plan of the division of the Joseph B. Moore Tract, as sold under decree of the Supreme Court in the cause of Samuel B. Seat, Executor of James Anderson, deceased, vs. S. S. Knight, Administrator of Joseph B. Moore, deceased, et al. said Plan not being of record, and described as follows:

Beginning at a stake, with hickory and elm pointers on a ridge in T. M. Dent's eastern boundary line, the southwest corner of a tract of land, containing 42 acres and 68 poles conveyed to T. M. Dent by deed from Thomas J. Brady and wife of record in Book 327, page 35, Register's Office for said County, thence with the boundary lines of said tract of land, south 80° east, with said ridge, 40 poles to a stake with small hickory pointer on said ridge, with said ridge north 15° east 30.4 poles to a sugar tree, south 88-1/4° east 29 poles to a black oak and north 34-1/2° east 24.8 poles to a stake with small white oak pointers on said ridge in said T. M. Dent's line, the southeast corner of said tract of land of 42 acres and 68 poles; thence north 80° east 17 poles to a hickory; thence south 88° east 8 poles to a walnut; thence south 32-1/2° east 26 poles to a hickory; thence south 30° east 14 poles; thence south 41° east 12 poles; thence south 27° east 15 poles; thence south 56-1/2° east 10 poles; thence south 50° east 4-1/2 poles to within 1 pole of a forked apple tree; thence east 34.6 poles through an oak on the river bank to low water mark of Cumberland River; thence down said river at low water mark, south 13-1/4° east 72 poles and south 25-1/2° east 60.3 poles to a point opposite a large oak on the bluff; thence south 65° west 112-1/2 poles to a point about 10 poles north of a spring; thence north 88-1/2° west 73 poles, more or less, to a stake, the southeast corner of a tract of land conveyed to J. P. and J. M. Gafford by deed from Robert T. Hunt and wife, of record in Book 115, page 359, said Register's Office; thence north 14-1/4° west 37.60 poles to a stake on the top of a hill; thence north 34-3/4° west 47 poles to a stake on the top of a ridge; thence north 75-1/2° west 26.10 poles to a rock, the northwest corner of said tract of land; thence north 1-1/2° east 114.56 poles, more or less, to the beginning, containing 230 acres, more or less. Included within the above but excluded from this conveyance is a tract of about 12-1/2 acres of land sold off by Orman A. Simpkins and wife, to G. W. Tribble of record in Book 1195, page 633, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being two tracts of land in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, described according to a survey made by Jno. Wilkes, County Surveyor, September 4, 1945, as follows:

Beginning at a honey locust in W. B. Marr's east line; thence with said Marr's east line south 38° west 425 feet with fence; thence south 50° west 700 feet to a beech in R. S. West's east line; thence with his east line south 39° east 2980 feet to a pin oak; thence north 62° east 275 feet with fence; thence north 33° east 275 feet with fence to a big ash; thence north 65° east with fence east 1770 feet; thence north 48° east 950 feet to a stake and locust pointers on bluff of Cumberland River; thence on top of said bluff north 42° west 1980 feet to a buckeye on bluff; thence south 66° west 2817 feet to a post; thence north 15° west 550 feet with fence to a honey locust, the point of beginning, containing 169 acres, more or less.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Metropolitan Government of Nashville and Davidson County, Tenn., by deed from Lewis W. Collier and wife, Dale S. Collier and Leola Tidwell Simpkins, of record in Book 4169, page 733, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Clyde E. Lovell and wife, Ollie J. Lovell, by deed from Lewis W. Collier and wife, Dale S. Collier and Leola Tidwell Simpkins, of record in Book 4472, page 385, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Joe W. Collier and wife, Ruth W. Collier, by deed from Lewis W. Collier and wife, Dale S. Collier, and Leola Tidwell Simpkins, of record in Book 4574, page 130, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Donald R. Owen and wife, Diane Owen, by deed from Lewis W. Collier and wife, Dale S. Collier, and Leola Tidwell Simpkins, of record in Book 4574, page 283, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Joe W. Collier and wife, Ruth W. Collier, by deed from Lewis W. Collier and wife, Dale S. Collier, of record in Book 4691, page 321, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Lewis W. Collier and wife Dale S. Collier, of record in Book 4723, page 991, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Charles H. Schreiber and wife, Clara Mai Schreiber, by deed from Lewis W. Collier and wife, Dale S. Collier, of record in Book 4732, page 368, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Thomas G. Sanders, Jr., and wife, Connie E. Sanders, by deed from Lewis W. Collier and wife, Dale S. Collier, of record in Book 4737, page 218, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Oran S. Demonbreun, Jr., and wife, Imogene Demonbreun, by deed from Lewis W. Collier and wife, Dale S. Collier, of record in Book 4747, page 351, Register's Office for Davidson County, Tennessee.

Included in the above description, but excluded therefrom, is that part of said property conveyed to John C. Carrington and wife, Currie D. Carrington, by deed from Lewis W. Collier and wife Dale Collier, of record in Book 4779, page 260, Register's Office for Davidson County, Tennessee.

Being part of the property of Tracts Nos. 1 and 2, conveyed to Lewis W. Collier and wife, Dale S. Collier, by deed from Orma A. Simpkins and wife, Leola Tidwell Simpkins, of record in Book 2443, page 117, Register's Office for Davidson County, Tennessee

TRACT NO. 3: Land in Davidson County, Tennessee, being a tract of land in the 13th Civil District of said County and State, described as follows:

Beginning at an old walnut corner now a stone on a ridge formerly a corner in the line between the said Tribble and Simpkins, thence south 32-1/2 east 26 poles to a hickory, thence south 30 east 14 poles, thence south 41 east 12 poles thence south 27 east 15 poles, thence south 56-1/2 east 10 poles, thence south 50 east 4.5 poles, east 34.6 poles through an oak (on the river bank) to low water mark of Cumberland River, thence up said river 1000 feet to a stake nearest sycamore at low water mark, thence north 74 west 598 feet to a hickory, thence north 77.5 west 190 feet to a hackberry, south 80 west 240 feet to an elm, north 70 west 227 feet to a white oak, west 174 feet to a hickory, south 55 west 144 feet to the beginning, containing 28 acres more or less.

Being the same property conveyed to Dale S. Collier and husband, Lewis W. Collier, by deed from Leola Tidwell Simpkins, of record in Book 3994, page 99, Register's Office for Davidson County, Tennessee.

Grantors warrant and represent that the property being conveyed hereunder contains 329.9 acres, more or less.

There is expressly excepted from this conveyance two trailers located on the property, and title to said trailers shall remain with the Grantors.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Thompson Properties 117 TT 330, Ltd., its successors and assigns forever. And we do covenant with the said Thompson Properties 117 TT 330, Ltd. that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Thompson Properties 117 TT 330, Ltd., its successors and assigns against the lawful claims of all persons whomsoever.

And now for the sole purpose of better and more effectually securing the payment of said indebtedness and for the consideration

of One Dollar paid in cash, receipt of which is acknowledged, the said Thompson Properties 117 TT 330, Ltd., hereinafter referred to as Trustor, hereby transfers and conveys unto James C. Gooch, 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:

Trustor agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee of 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 holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to 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.

If the Trustor shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if Trustor fails to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided,

Trustor fails 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 or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness 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 courthouse 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. Trustor agrees that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Trustor further agrees 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 the event of the death, absence, inability, or refusal to act of the said trustee at any time when action under the foregoing powers and trust may be required, the owner of the

debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the Trustor and all persons holding under it shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First: - To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second: - To pay said debt, or any balance thereof then remaining unpaid.

Third: - The residue to be paid to Trustor, or its order.

Notwithstanding any other provisions to the contrary, in any actions brought by any person to collect the indebtedness secured by the lien herein granted, the judgment or decree shall be enforceable against Trustor only to the extent of its interest in the real property securing the note, and any such judgment shall not be subject to execution on, nor be a lien on, the assets of the Trustor other than its interest in said real property.

For the initial payment of principal on the date hereof, Trustor shall be entitled, thirty (30) days from the date hereof, to a release from the lien granted hereunder of five acres, and for every subsequent payment of principal, Trustor shall be entitled to a release from said lien of one acre for each $1,600 of principal paid. Such releases shall begin with the northerly-most property and subsequent releases will be on property nearest adjoining to the south. All property located in Tract 1 on the attached exhibit to the deed of trust shall be released before any property in Tract 2 or Tract 3 is released, provided, that subsequent to three (3) years from the date hereof, Trustor shall be entitled to releases beginning with the southerly boundary of Tract 2 and working northward to Tract 1. No releases shall be granted on property located within Tract 3 until all other property has been released.

Without securing Grantors' consent therefor, Trustor shall be entitled to grant easements across any part of the property to provide utility services as required for development and use of the property; to engineer, plan, design, and dedicate streets to serve the property; to establish restrictions and protective covenants affecting the property; and to file for record such plat or plats as Trustor may deem necessary or desirable in connection with development of the property. Grantors agree to ratify and join in such grants, dedications and recordings without monetary consideration; and to execute such documents as may reasonably be required to evidence and confirm such ratification when requested by Trustor to do so, including Releases and/or subordinations from any security instruments held by Grantors.

So long as any part of the above described indebtedness remains outstanding, but in no event subsequent to October 3, 1977, Trustor hereby grants to Grantors the right to use those parts of the property which have not been released from the lien established hereunder, but Grantors shall not use the property

for purposes other than a residence and/or farm without the prior written consent of Trustor. During such periods of use by the Grantors, Grantors shall have the responsibility and bear the cost of insuring the structures (home only) used by them for their full value and shall furnish Trustors with evidence of such insurance upon request. Grantors shall further have the responsibility of paying all of the real property taxes on the property during such periods of use, except that portion of said taxes which pertain solely to the unimproved land, and Grantors shall transmit such amounts annually to Trustor upon its request so that Trustor may see that such taxes are paid.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the corporate party, if any, having caused its name to be signed hereby by its duly authorized officer on said day and date.

LEWIS W. COLLIER

DALE S. COLLIER

THOMPSON PROPERTIES 117 TT 330, LTD.
A Tennessee Limited Partnership

By
Gary L. Thompson, General Partner

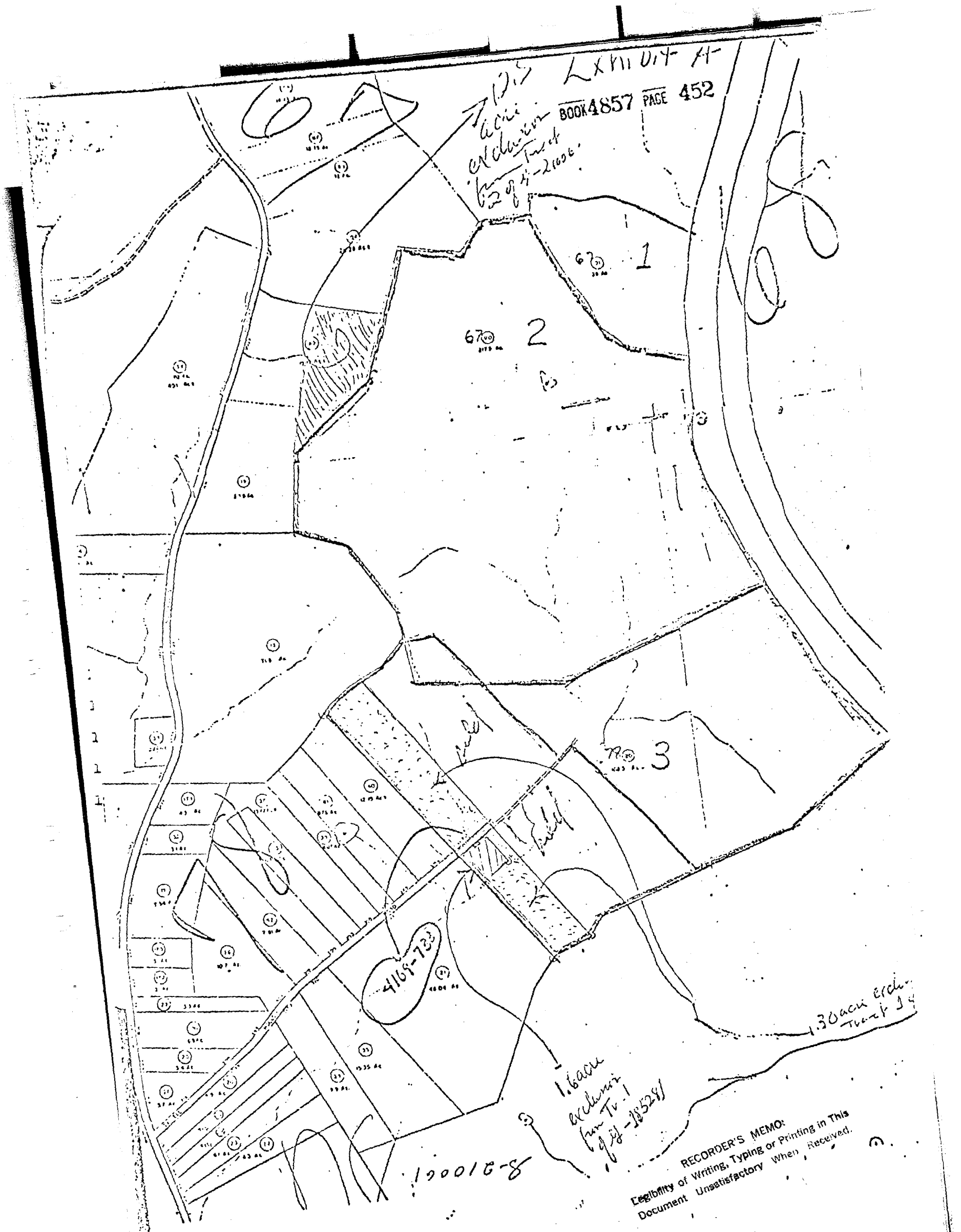


EXHIBIT TO INSTALLMENT DEED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, Patricia L. Stone, a Notary Public in and for said County and State, the within named Lewis W. Collier and Dale S. Collier, the 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 3rd day of October, 1974.

Patricia L. Stone
NOTARY PUBLIC

PATRICIA L. STONE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES:

May 2, 1977

OCT-3	CONV	*			440,000.00
OCT-3	MORT'G	*			430,435.00
OCT-3	S'TAX		A*	1,144.00	
OCT-3	S'TAX		A*		429.40
OCT-3	PR'FEE		A*	.50	
OCT-3	W'DEED		A*	24.00	*
					1,596.90

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Patricia L. Stone, a Notary Public of the State and County aforesaid, personally appeared Gary L. Thompson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the General Partner of Thompson Properties 117 TT 330, Ltd., the within-named bargainor, a 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 partnership by himself as General Partner.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 3rd day of October, 1974.

Patricia L. Stone
NOTARY PUBLIC

STONE · NOTARY PUBLIC · DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES:
May 2, 1977

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 440,000.00 .

Gary L. Thompson
AFFIANT

Subscribed and sworn to before me, this the 3rd day of October, 1974.

Patricia L. Stone
NOTARY PUBLIC

STONE · NOTARY PUBLIC · DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES:
May 2, 1977