BOOK 4868 PAGE 77

SEND TAX BILLS TO:
Thompson Properties
101 TT 205, Ltd.
2409 - 21st Avenue, South
Nashville, Tennessee 37212

MAP-PARCEL NUMBERS:
12D-72980

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
304 American Trust Building
Nashville, Tennessee 37201

mail -1

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of Three Hundred Eighty-nine Thousand One Hundred Twenty and 00/100 Dollars ($389,120.00), of which Thirty-eight Thousand Five Hundred Seventy and 00/100 Dollars ($38,570.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Three Hundred Fifty Thousand Five Hundred Fifty and 00/100 Dollars ($350,550.00), Thompson Properties 101 TT 205, Ltd., a Tennessee limited partnership in which Thompson Properties, Inc., is a general partner, has executed its promissory note payable as follows: Principal shall be payable in 10 consecutive annual installments of $35,055.00 each with the first payment being due on November 13, 1981. Interest on unpaid balance at 8% per annum shall be paid annually in advance through November 13, 1981, with the first interest payment being due on the date hereof and subsequent interest payments being due on same day in each succeeding year with the last advance interest payment being due on November 13, 1980. For the note years beginning November 13, 1981, and subsequent thereto, interest shall be payable in arrears with the first interest payment in arrears being due on November 13, 1982, and subsequent payments being due annually thereafter until said note is paid in full; 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 THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE UNDER THE WILL OF WALTER GASSER, and MARGARET K. GASSER, have this day bargained and sold, and do hereby convey unto the said THOMPSON PROPERTIES 101 TT 205, Ltd., its successors and assigns, certain real estate in Davidson County, Tennessee, as described in Addendum A attached hereto.

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 101 TT 205, Ltd., its successor and assigns forever. And we do covenant with the said Grantee 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 101 TT 205, 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 of One Dollar paid in cash, receipt of which is acknowledged, the said Thompson Properties 101 TT 205, Ltd., hereinafter referred to as Trustor, hereby transfers and conveys unto O. B. Hofstetter, Jr., Trustee, his successors and assigns, the real estate hereinafter 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 hereof, 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 appearancy 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 toption of the lawful owner and holder of said indebtedness or par 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 given 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.

Not for the initial payment of principal on the date hereof, but for every subsequent payment of principal, Trustor shall be

entitled to a release from said lien of one acre for each $2,375.00 of principal paid. Trustor shall have the right to deignate the particular acres to be released in accordance with this paragraph. The percent of road frontage being released to be the same as the percent of total acreage being 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. Grantors shall have the responsibility and bear the cost of insuring the structures located on the property in which Grantors have retained a life estate, and shall furnish Trustor with evidence of such insurance upon request. Grantors shall further have the responsibility of paying all of the real property taxes on such life estate and shall furnish Trustor with evidence of such payment upon request.

PROOF OF RECORDING

IN WITNESS WHEREOF, the parties have hereunto set their hands, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 13th day of November, 1974.

THIRD NATIONAL BANK IN NASHVILLE,
TRUSTEE UNDER THE WILL OF WALTER GASSER

By _____

_____
Margaret K. Gasser

THOMPSON PROPERTIES 101 TT 205, LTD.,
a Tennessee limited partnership

By: Thompson Properties, Inc.

By _____
Ronald W. Crawford,
Secretary/Treasurer

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is $389,120.00.

_____
Affiant

Subscribed and sworn to before me,

this 13th day of November, 1974.

_____
Notary Public

My commission expires:

October 29, 1977

ADDENDUM A

A tract of land in the 12th Civil District of Davidson County, Tennessee, bounded on the east partly by Brick Church Pike, on the south by Mullins and Cone, on the north by Hodges and by W.L.A.C. -T.V. Inc., and being more particularly described according to a survey by Barge, Waggoner, Sumner and Cannon, Engineers, dated August 2, 1974, as follows:

BEGINNING at a point in the west margin of Brick Church Pike, said point being the northeast corner of the property conveyed to Jerry Crecelius of record in Book 4451, page 519, Register's Office for Davidson County, Tennessee; thence, leaving said west margin of Brick Church Pike with a fence line, North 80° 53' West, 450.5 feet to an iron pin, the northwest corner of said Crecelius property; thence, with a fence line, South 07° 11' West, 1058.8 feet to a 24" hackberry, the intersection of a fence line; thence, with a fence line and the north line of the properties conveyed to A. J. Mullins, Jr. and C. W. Cone, North 72° 18' West, 1868.5 feet to a point; thence with the east line of Cone's property, North 07° 03' East, 775.5 feet to a fence corner; thence, continuing with Cone's east line and a fence line the following calls, North 05° 00' East, 918.8 feet to a fence corner; thence, South 87° 18' West, 643.9 feet to a fence corner; thence, North 65° 50' West, 549.9 feet to a 48" oak; thence, North 08° 10' West 653.5 feet to a fence corner; thence, North 25° 25' West, 213.2 feet to a 36" red elm; thence, North 60° 52' West, 287.6 feet to an iron pin; thence, North 15° 47' West, 305.5 feet to a point in the south line of the property conveyed to W.L.A.C.-T.V., Inc.; thence, with said W.L.A.C. line in a fence line, North 53° 28' East, 286.9 feet to a fence corner; thence, continuing with W.L.A.C. south line in a fence line, South 80° 55' East, 1027.7 feet to a point, the southwest corner of the property conveyed to Owen E. Hodges; thence, with said Hodges south line and fence line, South 79° 18' East, 628.9 feet to a point; thence, South 49° 16' East, 157.5 feet to a point; thence, South 35° 16' East, 160.0 feet to a point; thence, South 16° 38' East, 135.0 feet to a fence corner; thence, continuing with Hodges south line and fence line, North 86° 27' East, 1980.6 feet to a point in the west margin of Brick Church Pike; thence, with said margin, South 15° 47' East, 62.4 feet to a point, the beginning of a curve to the right; thence, with said curve, having a radius of 942.80 feet and a central angle of 24° 13', 398.48 feet to a point; thence, continuing with said west margin, South 08° 26' West, 1960.0 feet to the point of beginning, containing 8,919,679 square feet, or 204.8 acres, more or less.

Included in the above description but excluded therefrom during the lifetime of Margaret K. Gasser is that certain tract of land reserved for a life estate to Margaret K. Gasser, under the will of Walter E. Gasser, deceased, of record in Book 89, page 493, County Court for Davidson County, Tennessee, described as follows:

Beginning at a point on the west boundary of Brick Church Pike at the northeast corner of the property conveyed to Jerry Crecelius, et ux, in Deed Book 4451, page 519, Register's Office of Davidson County, and extending back in a westerly direction 818.75 feet

along a woven wire fence to a point; thence northerly 425 feet along a line running parallel to Brick Church Pike to a woven wire fence; thence in an easterly direction along said woven wire fence 837.5 feet to a point on the west boundary of Brick Church Pike; thence along said boundary in a southerly direction 218.75 feet to the point of beginning.

Being the same property conveyed to Walter Gasser and wife, Margaret K. Gasser, by deed from D. O. Hollemon and wife, of record in Book 1584, page 83, Register's Office for said County, the said Walter Gasser subsequently died, also being part of the same property conveyed to Walter E. Gasser, by deed from John A. Bealafelt and wife, of record in Book 766, page 688, said Register's Office, said property was subsequently devised to Third National Bank, Trustee, under the will of Walter E. Gasser, deceased, of record in Book 89, page 493, County Court for Davidson County, Tennessee.

Said property is subject to easement for electric power transmission lines granted United States of America, from Walter E. Gasser and wife, Margaret K. Gasser, by grant of record in Book 2810, page 82, Register's Office for said County; and also subject to restrictive covenants contained in an instrument of record in Book 2745, page 409, said Register's Office.

C78150

IDENTIF. REFERENCE

NOV 14 10 38 AM '74

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

NOV14	CONV	*	~~.00~~ 389,120.00	
NOV14	MORT'G	*	.00 350,550.00	
NOV14	S'TAX		A* 1,011.66	
NOV14	S'TAX		A* 348.50	
NOV14	PR'FEE		A* .50	
NOV14	WDEED		A* 22.00	* 1,382.66

Form No. WD3b

BOOK 4868 PAGE 86

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, Eunice Miller, a Notary Public in and for said County and State, the within named Margaret L. Gasser

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 13th day of November, 1974

Eunice Miller, Notary Public

Commission Expires October 29, 1977

STATE OF
County of

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the 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, Eunice Miller, a Notary Public of the State and County aforesaid, personally appeared D. F. Phillips, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Vice President of the First National Bank as Trustee under Will of Walter Gasser, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 13th day of November, 1974

Eunice Miller, Notary Public.

Commission expires Oct 29, 1977

Form No. WD3b

BOOK 4868 PAGE 87

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the 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 _____, Tennessee, this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

STATE OF _____
County of _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the 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, Eunice Miller, a Notary Public of the State and County aforesaid, personally appeared Donald W. Crawford, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Sec-Treas. of the Thompson Properties, Inc, the within named bargainor, a corporation, and that he as such Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Secretary-Treasurer.

Witness my hand and seal, at office in Nashville, Tennessee, this 13th day of November, 1974.

Eunice Miller, Notary Public.

Commission expires October 29, 1977