"THIS INSTRUMENT PREPARED BY JAMES I. VANCE ESQ.
ATTORNEY, 21st - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238"

INSTALLMENT DEED

BOOK 4872 PAGE 364

[Address New Owner as follows:	Send Tax Bills to:	Map-Parcel Numbers:]
[J. R. FREEMAN, Trustee	Same	97-5-1]
[21st Floor		97-17]
[1st Amer Center		97-9-8]
[Nash. Tenn		97-9-28]
		97-9-29]
		97-9-38]

FOR AND IN CONSIDERATION of the sum of Forty-three Thousand Five Hundred Seventy-five and no/100 ($43,575.00) Dollars, of which Twelve Thousand Six Hundred Thirty-six and 75/100 ($12,636.75) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand Nine Hundred Thirty-eight and 25/100 ($30,938.25) Dollars, J. R. FREEMAN, TRUSTEE, has executed his promissory note of even date herewith in the principal amount of Thirty Thousand Nine Hundred Thirty-eight and 25/100 ($30,938.25) Dollars, payable to the order of COUSINS PROPERTIES OF TENNESSEE, INC., in five equal annual installments as stated therein, with interest on the unpaid principal balance at the rate of eight and one-half (8-1/2%) per cent per annum, the first such installment being due one (1) year from the date hereof, and providing for payment of attorneys' fees, and to secure the payment of said indebtedness principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, Cousins Properties of Tennessee, Inc., has this day bargained and sold, and does hereby transfer and convey unto the said J. R. Freeman, Trustee, his successors and assigns, certain tracts of land in Davidson County, Tennessee, known as Tracts 2, 3, 4A, 4B, 5, 6, and 7 and more particularly described in Exhibit "A," which consists of eight (8) pages and is attached hereto and incorporated herein by reference.

Said real property is sold and conveyed subject to 1974 real property taxes, which have been prorated. The said

Tracts 2 and 3 are subject to the flowage easement of Stones River between the high and low water marks thereof and to a 300-foot TVA easement.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. R. Freeman, Trustee, his successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as stated herein. Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to the said J. R. Freeman, Trustee, his successors 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 ($1.00) Dollar paid in cash, receipt of which is acknowledged, the said J. R. Freeman, Trustee, hereinafter referred to as Trustor, hereby transfers and conveys unto JAMES I. VANCE BERRY, TRUSTEE, his successors and assigns, the real estate described in Exhibit "A," with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees 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 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.

Trustor further agrees 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 Trustor 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 ten (10%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustor 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, 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 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 Trustor, his 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.

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 officer, on this the 25th day of November, 1974.

COUSINS PROPERTIES OF TENNESSEE, INC.

By _____
President

_____
J. R. FREEMAN, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared GEORGE VOLKERT, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Cousins Properties of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 25th day of November, 1974.

_____
Notary Public

Commission expires: 8/9/77

STATE OF TENNESSEE

BOOK 4872 PAGE 369

COUNTY OF DAVIDSON

Personally appeared before me, [illegible],
a Notary Public in and for said County and State, J. R. FREEMAN, Trustee, 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, Tennessee, this 25th day of NOVEMBER, 1974.

JOHN H. NOEL, III NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires: MAY 10, 1975

IDENTIF. REFERENCE T

DEC 2 2 45 PM '74

REGISTER DAVIDSON COUNTY, TENN.

C80172

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $43,575.00.

Affiant

Subscribed and sworn to before me, this the 27th day of November, 1974.

Martha K. Gossett
Notary Public

Commission expires: 5-14-78

SEC-2.[illegible] CONV [illegible]
SEC-2.[illegible] MORT'G [illegible]
SEC-2.[illegible] ST'TAX
SEC-2.[illegible] ST'TAX
SEC-2.[illegible] TRSTEE
SEC-2.[illegible] W'DEED

A* 113.3[illegible]
A* 28.9[illegible]
A* .50
A* 28.0[illegible] * 170.73

EXHIBIT "A"

Various tracts of land in Davidson County, Tennessee, shown on plat of survey showing property now owned or formerly owned by Larchwood, Inc., made by Turner Engineering Company, Inc., dated March 6, 1974, as follows:

TRACT 2:

A tract of land located in the Third Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point at the low water mark on the south and west bank of Stones River, said point being in a southeast direction a distance of 1740', more or less, along the low water mark of Stones River, and proceeding as follows:

1. Leaving said low water mark, South 2° 43' West a distance of 840', more or less, to a point, said point being in the east line of Hickory Bend Section 7, as recorded in Book 3600, page 29, R.O.D.C.; thence,

2. With line of Hickory Bend Section 7, North 00° 35' West a distance of 299.87 feet to a point; thence,

3. South 89° 07' West a distance of 81.35' to a point; thence,

4. North 3° 19' East a distance of 185.5' to a point; thence,

5. North 86° 41' West a distance of 7' to a point; thence,

6. North 3° 19' East a distance of 125' to a point; thence,

7. North 86° 41' West a distance of 107.7' to a point; thence,

8. North 55° 01' West a distance of 100' to a point; thence,

9. South 31° 46' West a distance of 110' to a point; thence,

10. South 86° 20' West a distance of 118.5' to a point; thence,

11. With a curve to the left having a radius of 533.1' a distance of 22.18' to a point; thence,

12. South 83° 57' West a distance of 118.98' to a point; thence,

13. North 61° 15' West a distance of 53.55' to a point; thence,

14. South 3° 33' West a distance of 175' to a point; thence,

15. With a curve to the right having a radius of 343' a distance of 11.57' to a point; thence,

16. South 5° 29' West a distance of 240' to a point; thence,

17. South 86° 00' East a distance of 74.7' to a point; thence,

18. South 2° 02' East a distance of 145' to a point; thence,

19. South 27° 46' West a distance of 245' to a point; thence,

20. South 39° 34' West a distance of 170.6' to a point; thence,

21. Leaving the boundary of Hickory Bend Section 7, North 2° 00' West a distance of 1310', more or less, to a point; thence,

22. South 87° 00' East a distance of 850', more or less, to the point of beginning and containing 11.2 acres, more or less, as per plat by Turner Engineering Company, issue #3 dated March 6, 1974.

Included within the above description are various sewer easements, Corps of Engineer flow easements and TVA easements.

Being part of the same property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, of record in Book 3254, page 107, Register's Office for Davidson County, Tennessee. The said Larchwood, Inc., now being Cousins Properties of Tennessee, Inc., by amendment to its charter.

BOOK 4872 PAGE 372

TRACT 3:

A tract of land in the Third Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point at the intersection of the north right-of-way of Interstate Highway 40 and the low water mark on the south bank of Stones River and proceeding as follows:

1. With the north right-of-way line of Interstate Highway 40, South 52° 58' West a distance of 50', more or less, to a point; thence,

2. South 37° 02' East a distance of 120', more or less, to a point; thence,

3. South 52° 58' West a distance of 960', more or less, to a point; thence,

4. Leaving said right-of-way, North 6° 34' East a distance of 1050', more or less, to a point in the low water mark on the bank of Stones River; thence,

5. With the low water mark of Stones River a distance of 700', more or less, to the point of beginning and containing 9.1 acres, more or less, as per plat by Turner Engineering Company, issue #3 dated March 6, 1974.

Included within the above description are Corps of Engineer flow easements and TVA easements.

Being part of the same property conveyed to Larchwood, Incorporated, by deed from Chester K. Hart, a widower, as of record in Book 3103, page 206, Register's Office for Davidson County, Tennessee. The said Larchwood, Inc., now being Cousins Properties of Tennessee, Inc., by amendment to its charter.

TRACT 4A:

A tract of land in the Third Civil District of Davidson County, Tennessee, lying generally north of Interstate 40 and east of Stewarts Ferry Pike, being more particularly described as follows:

Beginning at a point in the westerly boundary of Hickory Bend Subdivision, Section 7, as of record in Book 3600, Page 29, R.O.D.C., said point being the common corner of Lots No. 21 and 20 of said subdivision;

Thence, with the westerly boundary of said subdivision, S 31° 10' E, 98.89 feet to a point;

Thence, S 36° 41' E, 85.92 feet to a point;

Thence, S 9° 26' W, 70.34 feet to a point in the proposed northerly right-of-way of Lauer Drive;

Thence, with said right-of-way along a curve to the left having a radius of 476.07 feet, a distance of 116.21 feet to a point in the common boundary of the property of Cousins Properties of Tennessee, Inc., and J. R. Freeman, Trustee;

Thence, N 6° 30' E, 219.4 feet to the point of beginning.

Containing 0.37 acres more or less.

Being part of the same property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, as of record in Book 3254, Page 107, R.O.D.C., the said Larchwood, Inc., having since changed its name to Cousins Properties of Tennessee, Inc., by amendment to its charter.

TRACT 4B:

A tract of land in the Third Civil District of Davidson County, Tennessee, lying generally north of Interstate 40 and east of Stewarts Ferry Pike, being more particularly described as follows:

Beginning at a point in the westerly boundary of Hickory Bend Subdivision, Section 7, as of record in Book 3600, Page 29, R.O.D.C., said point being the northwesterly corner of Lot No. 4 of said subdivision;

Thence, with said westerly boundary, S 5° 11' E, 70.4 feet to a point in the proposed right-of-way of Interstate 40;

Thence, with said right-of-way N 76° 30' W, 60.7 feet to a point;

Thence, S 83° 56' W, 58.3 feet to a point;

Thence, S 60° 18' W, 90.2 feet to a point in the common boundary of the property of Cousins Properties of Tennessee, Inc., and J. R. Freeman, Trustee;

Thence, with said common boundary, N 6° 30' E, 113.2 feet to a point in the proposed southerly right-of-way of Lauer Drive;

Thence, with said right-of-way along a curve to the right having a radius of 426.07 feet, a distance of 113.5 feet to a point;

Thence, with a curve to the left having a radius of 246.80 feet, a distance of 62.96 feet to the point of beginning;

Containing 0.31 acres more or less.

Being part of the same property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, as of record in Book 3254, Page 107, R.O.D.C., the said Larchwood, Inc., having since changed its name to Cousins Properties of Tennessee, Inc., by amendment to its charter.

TRACT 5:

BOOK 4872 PAGE 375

A tract of land located in the Third Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the east line of Hickory Bend Section 7 as recorded in Book 3600, page 29, R.O.D.C., said point being South 11° 06' West a distance of 468.36' from a point in the east boundary of Hickory Bend Section 7; this point being South 2° 43' West a distance of 840', more or less, from a point in the low water mark on the south bank of Stones River and proceeding as follows:

1. South 2° 43' West a distance of 144', more or less, to a point in the east line of Hickory Bend Section 7; thence,

2. With said line, North 30° 14' West a distance of 108.06' to a point; thence,

3. North 59° 46' East a distance of 94.93' to the point of beginning and containing 0.1 of an acre, more or less, as per plat by Turner Engineering Company, issue #3 dated March 6, 1974.

Being part of the property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, of record in Book 3254, page 107, Register's Office for Davidson County, Tennessee. The said Larchwood, Inc., having since changed its name to Cousins Properties of Tennessee, Inc., by amendment to its charter.

TRACT 6:

A tract of land located in the Third Civil District of Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the east line of Hickory Bend Section 7 as recorded in Book 3600, page 29, R.O.D.C., said point being South 11° 06' West a distance of 45.58' from a point described in Tract 5, call #1 and proceeding as follows:

1. South 2° 43' West a distance of 130', more or less, to a point in the east line of Hickory Bend Section 7; thence,

2. With Hickory Bend Section 7, North 30° 14' West a distance of 97.46' to a point; thence,

3. North 59° 46' East a distance of 85.62' to the point of beginning and containing 0.1 of an acre, more or less, as per plat by Turner Enginneering Company, issue #3 dated March 6, 1974.

Being part of the same property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, of record in Book 3254, page 107, Register's Office for Davidson County, Tennessee. The said Larchwood, Inc., having since changed its name to Cousins Properties of Tennessee, Inc., by amendment to its charter.

TRACT 7:

A tract of land in the Third Civil District of Davidson County, Tennessee, lying generally north of Interstate 40 and east of Stewarts Ferry Pike, being more particularly described as follows:

Beginning at a point in the easterly boundary of Hickory Bend Subdivision, Section 7, as of record in Book 3600, Page 29, R.O.D.C., said point being the southeasterly corner of Lot No. 11 of said subdivision;

Thence, with the common boundary of the property of Cousins Properties of Tennessee, Inc., and J. R. Freeman, Trustee, S 11° 06' W, 106.0 feet to a point in the proposed right-of-way of Interstate 40;

Thence, with said right-of-way N 88° 51' W, 148.5 feet to a point in the easterly boundary of Lot 17, Hickory Bend Subdivision, Section 7;

Thence, with the easterly boundary of said subdivision, N 19° 09' E, 12.0 feet to a point;

Thence, N 61° 28' E, 187.79 feet to the point of beginning.

Containing 0.20 acres more or less.

Being part of the same property conveyed to Larchwood, Inc., by deed from Thomas G. McCampbell and wife, Allene H. McCampbell, as of record in Book 3254, Page 107, R.O.D.C., the said Larchwood, Inc., having since changed its name to Cousins Properties of Tennessee, Inc., by amendment to its charter.