This deed prepared by: Robert E. Parker
Goodpasture, Carpenter, Woods & Sasser
Nashville, Tennessee
Attorneys

Installment Deed

BOOK 4898 PAGE 832

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harpeth Development Corp.	Same	9D-46360
(NAME:) P.O. Box 387	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Murfreesboro Tenn. 37130	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND & NO/100- ($100,000.00) ---------- *Dollars,*

of which TWENTY-FIVE THOUSAND & NO/100 ---------- ($25,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-FIVE THOUSAND & No/100 ----------($75,000.00) ---------- *Dollars,*

Harpeth Development Corporation, a Tennessee corporation, has executed one note of even date herewith, payable to Kenneth B. McPherson and David E. McPherson, in Five (5) annual installments of Fifteen Thousand ($15,000.00) Dollars each, with interest at five (5%) percent on the unpaid balance, such interest to be paid annually with the principal payments, the first annual installment being due on or before 25 day of March, 1976, and one on or before the 25 day of March each year thereafter until all are paid in full, and providing for payment of attorneys' fee in case of default.

In addition to the consideration stated herein, Grantee shall pay to Kenneth B. McPherson and David E. McPherson certain other consideration as set out in a written contract between Grantee and Grantors, dated 25 day of March, 1975,

and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Kenneth B. McPherson and wife, Lois McPherson and David E. McPherson and wife, Ethel McPherson *have this day bargained and sold, and do hereby transfer and convey unto the said* Harpeth Development Corporation, a Tennessee corporation, its successors and assigns, a tract of land in the 9th, formerly 14th Civil District of Nashville, Davidson County, Tennessee, being part of property conveyed to Kenneth B. McPherson and David E. McPherson by Laura Joslin Hutton, et al, recorded in Deed Book 1681, Page 477, R.O.D.C. Tennessee, and being more particularly described as follows:

Beginning at a point where the north right-of-way of State Route 100 intersects the westerly boundary of a parcel of land conveyed to W.E. Sears and Peggy Price Sears by P.B. Kinnie, and Francis Kinnie, recorded in Deed Book 2276, Page 596, R.O D.C.; thence S. 84° 03' W. 984.2 feet with the north right-of-way of State Route 100 to a point, the beginning of a curve to the left; thence in a southwest direction with the arc of said curve to the left 459.07 feet to a point, said curve having an interior angle of 15° 45' a radius of 1,670 feet, a tangent distance of 231 feet, and a chord of S. 75° 58' W. 457.6 feet; thence generally following the center of a ditch and with the northerly line of the Horace Sullivan property, as recorded in Deed Book 3670, Page 63, R.O.D.C., the following bearings and distances: S. 84° 34' W. 313.7 feet to a point; S. 36° 40' W. 174.9 feet to a point; S. 55° 20' W. 132.0 feet to a point; S. 75° 00' W. 105.6 feet to a point in the east right-of-way of South Harpeth Road; Thence N. 3° 39' E. 818.2 feet with the east right-of-way of South Harpeth Road to a point, the beginning of a curve to the left; Thence in a northwest direction with the arc of said curve to the left, 557 feet to a point in center of a ditch or creek, said curve having an interior angle of 60° 06' a radius of 550 feet, a tangent distance of 318.24 feet and a chord of N. 30° 44' W. 550.90 feet; Thence leaving the east right of-way of South Harpeth Road and generally following the center of [illegible] in a

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $100,000.00

Subscribed and sworn to before me, this the 25 day of March, 19 75

Affiant

My commission expires: 8-16-1977 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN. COMM. EXPIRES 8-16-77

northeast direction and with the south boundary of a tract of land conveyed to Frank E. Liggett, et ux, as recorded in Deed Book 3979, Page 597, R.O.D.C., the following bearings and distances: N. 24° 56' E. 207.7 feet to a point; N. 87° 14' E. 131.3 feet to a point; N. 59° 37' E. 100.0 feet to a point; N. 33° 00' E. 341.6 feet to a point; N. 50° 49' E. 257.4 feet to a point; N. 75° 01' E. 25.7 feet to a point; Thence N. 05° 15' W. 334.2 feet leaving the creek, generally following a fence line and with the east boundary of said Liggett property to an iron pin; Thence N. 07° 20' W. 366.3 feet, continuing with said fence and Liggett's east boundary to a planted stone; Thence N. 42° 33' E. 234.3 feet with the southerly line of a tract of land conveyed to O.B. Meadows, as recorded in Book 3186, Page 34, R.O.D.C., to a double hickory tree in a fence line; Thence N. 41° 33' E. 125.0 feet, continuing with the said O.B. Meadows southerly line to an iron pin; Thence S. 08° 27' E. 824.9 feet, severing the lands of K.B. and D.E. McPherson and continuing to an iron pin in the center of a creek; Thence in a northeast direction generally following the center of a creek the following bearings and distances: N. 54° 51' E. 54.8 feet to a point; N. 89° 23' E. 170.0 feet to a point; N. 66° 27' E. 77.8 feet to a point; S. 85° 07' E. 50.0 feet to a point; S. 53° 18' E. 53.9 feet to a point; S. 42° 55' E. 54.7 feet to a point; N. 33° 26' E. 60.1 feet to a point; N. 81° 48' E. 90.0 feet to a point; N. 54° 17' E. 185.0 feet to a point; N. 63° 05' E. 175.0 feet to a point, the extreme northeast corner of the herein described tract; Thence S. 9° 37' E. 574.8 feet with the west boundary of a parcel of land conveyed to K.B. and D. E. McPherson, as recorded in Deed Book 388, Page 186, R.O.D.C. to a point; the northwest corner of a tract of land conveyed to Bob Fisher, recorded in Deed Book 3177, Page 347, R.O.D.C.; Thence in a southeast direction with the west boundary of said conveyance to Bob Fisher, the following bearin gs and distances: S. 39° 29' E. 187.3 feet to a point; S. 19° 18' E. 79.7 feet to a point; S. 1° 26' E. 146.2 feet to a point; S. 27° 43' E. 106.9 feet to a point; S. 2° 05' E. 729.1 feet to the point of beginning, containing 75.76 acres, more or less. BOOK 4898 PAGE 833

Included in this description, but excluded from this conveyance is 25.76 acre tract of land conveyed to the Harpeth Development Corporation recorded in Deed Book 3841, Page 466, R.O.D.C. This conveyance is made subject to:

Easements and conditions shown on Plan of Harpeth Hills Memorial Garden, recorded in Book 4175, page 44, R.O.D.C. Tenn.; Right=of-way dedication for major thoroughfare plan along north right-of-wat of State Route 100; Easement, 10 feet wide for a 41" water line across southerly portion of property; Roadway easement along northerly boundary of subject property.

This is ~~improved~~ unimproved ( ) 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 Harpeth Development Corporation, its successors

(successors), ~~and~~ *and assigns forever.* we *covenant that* we are *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 herein set out and taxes for 1974, which will be paid by Grantors.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harpeth Development Corporation, a Tennessee corporation, its successors ~~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 Harpeth Development Corporation a Tennessee corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* Robert E. Parker, *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.

BOOK 4898 PAGE 834

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 14 *day of* March, *19* 75

x Kenneth B McPherson

x Lois McPherson

x David E McPherson

x Ethel McPherson

Attest:

HARPETH DEVELOPMENT CORPORATION

By: David E. Roach, Sec.

By: Edwin E. Phillips, Pres.

NOTARY PUBLIC SHELBY CO. BERNICE D. BELSTON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, DICKIE W. JOHNSON, *a Notary Public in and for said County and State,* [redacted] wife, Lois McPherson

the within named bargainor..s., 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* 25 *day of* March, *19* 75.

DICKIE W. JOHNSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

Commission expires 7-18-76

BOOK 4898 PAGE 835

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* David E. McPherson and wife, Ethel McPherson *the within named bargainor S, 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 Tennessee, *this* 19 *day of* March, *19* 75

Bernice O. Gelston *Notary Public*

Commission expires My Commission Expires Sept. 24, 1978

MAR 25 75	CONV	90,000.00		
MAR 25 75	CONV	10,000.00		
MAR 25 75	MORT'G	75,000.00		
MAR 25 75	S'TAX		A*	260.00
MAR 25 75	S'TAX		A*	73.00
MAR 25 75	PR'FEE		A*	.50
MAR 25 75	DEED		A*	8.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Lorene Outlaw *a Notary Public of the State and County aforesaid, personally appeared* David L. Boyd and Edwin E. Phillips *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Secretary & President *of the* Harpeth Development Corporation *the within named bargainor, a corporation, and that* they *as such* Secretary & President, respectively, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves & President *as* Secretary *the corporation having no corporate seal.*

Witness my hand and seal, at office in Nashville, Tennessee, *this* 14 *day of* March, *19* 75

Lorene Outlaw *Notary Public*

Commission expires 8-16-1977

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

Personally appeared before me, Lorene Outlaw, a Notary Public in and for said County and State, Kenneth B. McPherson, 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 March, 1975.

Lorene Outlaw
Notary Public

My comm. expires: 8-16-1977

INSTALLMENT DEED

FROM Kenneth B. McPherson, et ux et al

TO Harpeth Development Corporation

C 91875

IDENTIF. REFERENCE

MAR 25 4 13 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238