This instrument prepared by:
Don L. Smith, Attorney
Home Federal Tower
Nashville, Tennessee 37219

Installment Deed

BOOK 4952 PAGE 115

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joe B. Holder, Sr. et al c/o Holder & Northern Lumber Sales, Inc.,		154
(NAME:) 5705 New York Ave.	(NAME:) Same	12-20
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Sixty-Six Thousand Four Hundred Sixteen and 12/100 ($466,416.12) *Dollars,*

of which Ten Thousand Three Hundred Sixty-Nine and 56/100 ($10,369.56) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Four Hundred Fifty-Six Thousand Forty-Six and 56/100 ($456,046.56) *Dollars,*

Joe B. Holder, Sr., Joe B. Holder, Jr., Hugh E. Green, Sr. and James N. Green *ha*ve *executed* three (3) promissoty notes of even date herewith, one payable to the order of Robert A. McDowell, one payable to the order of Charles W. McDowell and one payable to the order of The University of Tennessee, a Tennessee corporation, with each of said notes payable as follows: 10% of the principal balance plus accrued interest at the rate of 7 1/2% per annum on the unpaid balance shall be paid on January 1, 1976. The remaining principal shall be payable on January 1st of each year thereafter in 10 equal annual installments of $13,681.40 plus interest on the unpaid balance at the rate of 7 1/2% per annum until paid in full. The notes may be prepaid at any time after January 1, 1976 without penalty. The original principal amount of each of the notes is $152,015.52.

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, Robert A. McDowell, Charles W. McDowell and The University of Tennessee, a Tennessee corporation, tenants in common,

have this day bargained and sold, and do hereby transfer and convey unto the said Joe B. Holder, Sr., Joe B. Holder, Jr., Hugh E. Green, Sr. and James N. Green, as tenants in common, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Property conveyed hereunder is described on Exhibit "A" attached hereto and made a part hereof.

SEP 18 75	CONV	*	00	466 416.12
SEP 18 75	MORT'G	*	00	456 046.56
SEP 18 75	S'TAX			A* 1,212.64
SEP 18 75	S'TAX			A* 454.00
SEP 18 75	PR'FEE			A* .50
SEP 18 75	W'DEED			A* 10.00 * 1,677.14

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $466,416.12

Subscribed and sworn to before me, this the 18 day of Sept. 1975

Affiant

My commission Expires November 23, 1977
(Affix Seal)

Notary Public

This conveyance is subject to an easement for the right-of-way of a Tennessee Valley Authority Transmission Line, as depicted on the survey of Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973 and February 26, 1973.

unimproved ( )
This is ~~RESIDENCE~~) 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 Joe B. Holder, Sr., Joe B. Holder, Jr., Hugh E. Green, Sr. and James N. Green, as tenants in common, their *(successors), heirs and assigns forever.* We do *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 for 1973, 1974 and 1975 taxes, which are assumed by the Grantee and as otherwise noted herein.

We do *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joe B. Holder, Sr., Joe B. Holder, Jr. Hugh E. Green, Sr. and James N. Green, as tenants in common, their *(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 Joe B. Holder, Sr., Joe B. Holder, Jr., Hugh E. Green, Sr., and James N. Green, as tenants in common, *hereinafter referred to as trustors, hereby transfer and convey unto* Michael Franks, *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 10 *percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.* The lien indebtedness herein may be assigned to and assumed by a third party provided that the lawful owner or holder of said indebtedness gives prior written consent thereto and such consent shall not be unreasonably withheld.

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 15th *day of* September, 19 75

Joe B. Holder, Sr.

Joe B. Holder, Jr.

Hugh E. Green, Sr.

James N. Green

Robert A. McDowell

Charles W. McDowell

THE UNIVERSITY OF TENNESSEE

By: Joseph E. Johnson, Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruth P. Smith, *a Notary Public in and for said County and State,* Robert A. McDowell and Charles W. McDowell

the within named 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* 15th *day of* September, 19 75

Ruth P. Smith, Notary Public

My Commission Expires November 23, 1977

Commission expires

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ilene D. Breece, *a Notary Public in and for said County and State,* Joe B. Holder, Sr., Joe B. Holder, Jr., Hugh E. Green, Sr. and James N. Green *the within named 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* 17th *day of* September, *19* 75

Ilene D. Breece *Notary Public*

Commission expires May 8, 1979

STATE OF TENNESSEE }
COUNTY OF ~~BXXXXXX~~ }
KNOX

Before me, Barbara A. Musselman, *a Notary Public of the State and County aforesaid, personally appeared* Joseph E. Johnson, *with whom I am personally acquainted, and who, upon oath, acknowledged ~~him~~ self to be* Vice President *of ~~the~~* The University of Tennessee, *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 himself as* Vice President

Witness my hand and seal, at office in Knoxville, Tennessee, *this* 15th *day of* September, *19* 75

Barbara A. Musselman *Notary Public*

Commission expires July 3, 1976

INSTALLMENT DEED

FROM

TO

D 16119

IDENTIF. REFERENCE

SEP 18 1 58 PM '75

FELIX A. WILSON IT REGISTER
DAVIDSON COUNTY, TENN.

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

EXHIBIT "A"

TRACT NO. 1 Land in the 9th Civil District of Davidson County, Tennessee, being the McPherson Tract, as depicted on the survey by Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973, and revised February 26, 1973, and described more particularly as follows:

Beginning at a point in the easterly margin of South Harpeth Road, said point being the most westerly northwest corner of the tract herein described; thence north 50° 43' east 582 feet to a point; thence north 49° 20' east 590 feet to an 18 inch oak tree; thence north 70° 22' east 192 feet to a point; thence north 14° 28' east 1,488 feet to a 14 inch beech tree; thence south 87° 55' east 2,146 feet to an iron pin in the fence; thence south 86° 53' east 408 feet to a point; thence south 3° 05' west 865 feet to a point; thence south 22° 01' east 1,023 feet to a point; thence south 34° 10' west 74.25 feet to a point; thence south 28° 03' east 660 feet to a point; thence south 1° 54' west 792 feet to a point in the fence; thence south 88° 04' west 58 feet to an iron pin by others; thence south 43° 18' west 490 feet to a fence corner; thence south 30° 04' west 198 feet to a 20 inch dead oak; thence south 16° 06' west 527 feet to a 10 inch oak; thence south 25° 20' west 225 feet to a 24 inch dead beech tree; thence north 66° 44' west 155 feet to a point in the northeasterly margin of South Harpeth Road; thence with the said margin of South Harpeth Road and with a curve to the left northwestwardly 2,140 feet to a point; thence leaving the said margin of South Harpeth Road north 37°07' east 261.3 feet to an iron pin; thence north 42° 28' west 280.7 feet to an iron pin; thence north 61° 03' west 300 feet to an iron pin; thence south 40° 47' west 301 feet to a point in the northeasterly margin of South Harpeth Road; thence continuing with said margin of South Harpeth Road northwestwardly 1,762 feet to the point of beginning, containing 296.5 acres, more or less.

Being the same property conveyed to Robert A. McDowell, Charles W. McDowell and The University of Tennessee, a Tennessee corporation, as tenants in common, by Trustee's Quitclaim Deed, of record in Book 4937, page 947, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Land in the 9th Civil District of Davidson County, Tennessee, and being the Greer Tract, as depicted on the survey by Turner Engineering Company, Inc., Consulting Engineers, dated June 9, 1966, and revised February 14, 1973, and revised February 26, 1973, and more particularly described as follows:

Beginning at an axle by corner post, said point being the most easterly corner of the tract herein described; thence south 3° 47' west 980 feet to a 30 inch beech tree; thence north 87° 21' west 1,024 feet to a point in a hollow; thence south 10° 34' west 410 feet to a 12 inch hickory tree; thence south 2° 40' west 730 feet to a forked locust tree in a fence corner; thence south 65° 04' west 841 feet to a point, a break in the fence; thence south 55° 55' west 345 feet to a 12 inch hickory tree; thence south 46° 46' west 302 feet to a 15 inch hickory tree; thence south 55° 12' west 283 feet to a post; thence south 22° 11' west 73 feet to a point in a fence; thence north 61° 22' west 493 feet to a 15 inch maple tree; thence north 81° 34' west 342 feet to a tree; thence south 88° 47' west 412 feet to a 18 inch sassafras tree; thence north 85° 02' west 363 feet to an iron pin by others; thence south 76° 14' west 363 feet to a stake by others; thence south 88° 04' west 244 feet to a point in a fence; thence north 1° 54' east 792 feet to a point; thence north 28° 03' west 660 feet to a point; thence north 34° 10' east 74.25 feet to a point; thence north 22° 01' west 1,023 feet to a point; thence north 3° 05' east 865 feet to a point; thence south 86° 53' east 508 feet to a 24 inch gum tree; thence south 83° 43' east 1,502 feet to a white oak tree; thence south 86° 37' east 1,430 feet to a 30 inch hollow beech corner; thence south 85° 55' east 2,019 feet to the point of beginning, containing 294 acres, more or less.

Being the same property conveyed to Robert A. McDowell, Charles W. McDowell and The University of Tennessee, a Tennessee corporation, as tenants in common, by Trustee's Quitclaim Deed of record in Book 4937, page 947, Register's Office for Davidson County, Tennessee.