This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
ALBAR BUILDING INDUSTRIES

TO
BARRY CONSTRUCTION COMPANY

For draftsman's use

PREPARED BY:

Alan D. Mazer, Esquire
20th Floor
First American Center
Nashville, Tennessee 37238

BOOK 5239 PAGE 26

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BARRY CONSTRUCTION COMPANY (NAME)	Same (NAME)	162-124
2218 CHICKERING LANE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	162-156
NASHVILLE, TENN. 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	162-175

E 4421.7

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Dec 30 3 58 PM '77

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 500,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF December, 1977

Notary Public

MY COMMISSION EXPIRES: 10/20/78

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FIVE HUNDRED THOUSAND AND NO/100---------- ($500,000.00) DOLLARS

of which $ 0 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed a first mortgage with THIRD NATIONAL BANK, the outstanding balance of which is EIGHTY THOUSAND SIX DOLLARS AND 31/100-- ($80,006.31)--DOLLARS and have executed a second Note, in the amount of FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED NINETY-THREE AND 69/100------($419,993.69)---DOLLARS, payable to ALBAR BUILDING INDUSTRIES, on demand, plus interest at the rate of 7% per annum,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

ALBAR BUILDING INDUSTIRES

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

BARRY CONSTRUCTION COMPANY

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, consisting of 94.28 acres, and consisting of the land described in Schedule A, attached hereto and made a part hereof by reference, said tract totaling 125.6 acres more or less. Included in said tract but excluded from this conveyance are two tracts described in Schedule B attached hereto and made a part hereof by reference, said tracts containing 31.32 acres, more or less.

BEING part of the same property conveyed to Albar Building Industries by Warranty Deed of record in Book 4976, page 671, said Register's Office.

DEC30	CONV	*	@ 500,000.00	
DEC30	MORT'G	*	@ 419,993.69	
DEC30	S'TAX		B* 1,500.00	
DEC30	S'TAX		B* 218.00	
DEC30	PR'FEE		B* .50	
DEC30	W'DEED		B* 12.00	* 1,730.50

This is unimproved (X) improved ( ) property, known as (House Number) (Street) P. O. Address; (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto ALAN L. SATURN, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ MAXIMUM until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 30th day of December 19 77.

X Barry Zeitlin

X Linda Zeitlin

BARRY CONSTRUCTION COMPANY

By: Barry Zeitlin, Pres.
Barry Zeitlin, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named BARRY ZEITLIN and wife, LINDA ZEITLIN, the sole partners of ALBAR BUILDING INDUSTRIES, 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, Tennessee, this 30th day of December, 19 77

Dorothy M. Hudman
Notary Public

Commission expires February 25, 1979

NOTARY PUBLIC · DAVIDSON COUNTY · TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, THE UNDERSIGNED, a Notary Public of the State and County aforesaid, personally appeared BARRY ZEITLIN, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the BARRY CONSTRUCTION COMPANY, the within named bargainor, a corporation, and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of December, 19 77

Dorothy M. Hudman
Notary Public

Commission expires February 25, 1979

NOTARY PUBLIC · DAVIDSON COUNTY · TENNESSEE

SCHEDULE A

A tract of land in the Fifth Civil District of Davidson County, Tennessee, described according to survey by Parrish-Ragan, Inc., dated August 16, 1972, as follows:

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is south 77° 52' east, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road; thence with the southerly margin of Bell Road south 77° 52' east, a distance of 275.5 feet to a state highway monument; thence with a 1460.33 feet radius curve to the left a distance of 494.15 feet to a point; thence leaving the southerly margin of Bell Road south 7° 04' east, a distance of 346.5 feet to an iron pin; thence south 56° 46' west, a distance of 97.3 feet to an iron pin; thence south 53° 11' west, a distance of 145.5 feet to an iron pin; thence south 10° 28' west, a distance of 208.5 feet to an iron pin; thence south 0° 11' west, a distance of 193.8 feet to an iron pin; thence south 1° 22' east, a distance of 178.6 feet to an iron pin; thence south 3° 37' east, a distance of 149.4 feet to an iron pin; thence south 1° 42' east, a distance of 254.6 feet to an iron pin; thence south 6° 06' west, a distance of 216.4 feet to an iron pin; thence south 7° 09' west, a distance of 102.7 feet to an iron pin; thence south 28° 39' west, to an iron pin at 174.3 feet a total distance of 627.1 feet to an iron pin in the center of a 150 foot Tennessee Valley Authority Transmission line easement; thence south 3° 19' west, a distance of 120.0 feet to a P. K. nail in rock; thence south 14° 34' east, a distance of 139.6 feet to a point; thence north 86° 47' west, a distance of 455.1 feet to a point in the center of Mill Creek; thence with the center of Mill Creek south 17° 49' east, a distance of 261.4 feet to a point; thence south 1° 04' west, a distance of 327.0 feet to a point; thence leaving the center of Mill Creek north 85° 54' west, a distance of 1235.0 feet to a point in the easterly margin of Blue Hole Road; thence with the easterly margin of Blue Hole Road in a northerly direction with a 911.22 foot radius curve to the right a distance of 379.36 feet; thence with a 2044.84 feet radius curve to the left a distance of 453.85 feet to a point; thence north 16° 43' west, a distance of 450.6 feet to a point; thence with a 961.65 feet radius curve to the right a distance of 297.37 feet to a point; thence with a 436.53 foot radius curve to the right a distance of 112.77 feet to a point; thence with a 935.61 feet radius curve to the right a distance of 289.85 feet to a point; thence north 33° 29' east, a distance of 46.7 feet to a point; thence leaving the easterly margin of Blue Hole Road north 46° 54' east, a distance of 341.8 feet to a point in the center of Mill Creek; thence with the center of Mill Creek north 37° 46' east, a distance of 257.4 feet to a point; thence north 50° 17' east, a distance of 202.6 feet to a point; thence north 31° 56' east, a distance of 309.6 feet to a point; thence north 61° 13' east, a distance of 423.5 feet to a point; thence north 69° 57' east, a distance of 232.0 feet to a point; thence north 42° 34' east, a distance of 222.7 feet to the point of beginning and containing 125.6 acres, more or less.

SCHEDULE B

TRACT 1:

BOOK 4904 PAGE 566

BOOK 5239 PAGE 29

For a point of beginning, commence at the northwest corner of the intersection of Mill Creek Drive and Clubhouse Lane, as shown on a plan entitled Mill Creek Club Condominium: Townhouses, Section 1, Phase 1, of record in Book 4860, page 11, Register's Office for said county, thence along the northerly margin of said Clubhouse Lane N 89°39'00" W, a distance of 97.82 feet to a point; thence with a curve to the right, having a radius of 225 feet, a distance of 235.62 feet to a point; thence N 29°39'00" W, a distance of 130.00 feet to a point; thence with a curve to the left, having a radius of 275 feet, a distance of 110.39 feet to a point; thence N 52° 39'00" W, a distance of 75.00 feet to the point of beginning. Thence with a curve to the left, having a radius of 50.00 feet, a distance of 218.63 feet to a point; thence S 40°28'05" W, a distance of 200.00 feet to a point; thence N 49°31'55" W, a distance of 292.00 feet to a point; thence N 40°28'05" E, a distance of 158.61 feet to a point; thence N 89°00'00" E, a distance of 207.79 feet to a point; thence S 28°55'10" E, a distance of 91.46 feet to the point of beginning, containing 1.481 acres, more or less.

Being part of the same property conveyed to the Grantor by deed from Alan L. Saturn, Trustee, of record in Book 4726, page 621, said Register's Office.

Together with easements for an electrical power line and 2 sewer lines (which join at an existing manhole near the center of the above described property), said easements to include the right of relocation, repair, and/or replacement of the same to make connections onto each of the utilities within said easements to serve improvements to be placed upon the above described property and the right to relocate the same so long as the use of such utilities and of the adjoining property is not impaired thereby. There is further released a non-exclusive easement for electrical service from the above described property along an existing electrical power line to the Nashville Electric Service pole and transformer near Mill Creek for the purpose of repair, replacement, relocation and/or addition to such power line.

TRACT 2:

BEGINNING at the southeast corner of the intersection of Bell Road and Mill Creek Drive (a private road), as shown on said plan, and proceeding thence with the easterly margin of Mill Creek Drive south 7° 49' 03'' west 219.08 feet to a point; thence with a curve to the left on a radius of 370 feet a distance of 96.87 feet to a point; thence south 7° 10' 57'' east 100.68 feet to a point; thence with a curve to the right on a radius of 580 feet a distance of 309.37 feet to a point; thence with a curve to the right on

a radius of 655.71 feet a distance of 104.45 feet to a point; thence leaving the margin of Mill Creek Drive and proceeding south 54° 7' 19" east 119.10 feet to a point; thence north 89° 10' 50" east 167.69 feet to a point; thence south 0° 11' 0" west 5 feet to a point; thence south 01° 22' 0" east 178.60 feet to a point; thence south 3° 37' 0" east 149.40 feet to a point; south 01° 42' 0" east 254.60 feet to a point; south 06° 06' 0" west 216.40 feet to a point; thence south 07° 09' 0" west 102.70 feet to a point; thence south 28° 39' 0" west 70 feet to a point; thence north 70° 21' 32" west 216.33 feet to a point; north 59° 32' 04" west 98.62 feet to a point; south 86° 38' 45" west 215.58 feet to a point; thence with a curve to the right on a radius of 680 feet a distance of 46.76 feet; thence north 13° 39' 0" west 190 feet to a point; thence with a curve to the right on a radius of 490 feet a distance of 73.01 feet to a point at the intersection of Mill Creek Drive and Club House Lane (also a private road) thence south 84° 53' 11" west 60 feet to a point; thence with a curve to the left on a radius of 25 feet a distance of 36.89 feet to a point on the south margin of Club House Lane; thence with Club House Lane north 89° 39' 0" west 75.06 feet to a point; thence with a curve to the right on a radius of 275 feet a distance of 287.89 feet; thence north 29° 39' 0" west 130 feet to a point; thence with a curve to the left on a radius of 225 feet a distance of 90.32 feet to a point; thence north 52° 39' 0" west 4.29 feet to a point; thence with a curve to the left having a radius of 25 feet a distance of 30.77 feet to a point; thence with a curve to the right on a radius of 50 feet a distance of 218.63 feet to a point; thence leaving Club House Lane north 28° 55' 10" west 91.46 feet to a point; thence north 62° 34' 39" east 75.93 feet to a point; thence north 75° 36' 04" east 345.23 feet; thence north 46° 59' 03" east 373.69 feet to a point; thence north 45° 44' 32" west 556.34 feet to a point in the center of Mill Creek; thence with the center of Mill Creek north 69° 57' 0" east 232 feet to a point; thence north 42° 34' 0" east 227.7 feet to a point in the margin of Bell Road; thence with the same south 77° 52' 0" east 275.50 feet to a point; thence with a curve to the left on a radius of 1460.33 feet a distance of 145.01 feet to the point of beginning, including within the foregoing a 35 foot strip adjacent to Bell Road containing 0.35 acres which has been dedicated for the widening of Bell Road. Together with the right, at the expense of Grant, its successors and/or assigns, to make connections from time to time to that certain 15 inch sewer located within a 20 foot sewer easement as shown on said plan, for the purpose of providing sewer service to existing and future improvements to be constructed upon the foregoing property, such right to include easements, where necessary, for the location and placement of connector mains (including the right to repai and/or replace the same) between said 20 foot sewer easement and the foregoing property.

BOOK 5239 PAGE 31

EXHIBIT LINE 568

BEING part of the same property conveyed to Albar Building Industries, a partnership, by Deed from Alan L. Saturn, Trustee, of record in Book 1494, page 674, said Register's Office, and being also part of the same property conveyed to J. Jefferson Edwards, Trustee, by Deed from James I. Vance Berry, Trustee, of record in Book 4915, page 917, said Register's Office.