This instrument prepared by THOMAS C. SCOTT, Attorney, 26th Floor, First American Center, Nashville, Tennessee 37238.

INSTALLMENT DEED

BOOK 5244 PAGE 637

For and in Consideration of the sum of--ONE MILLION SIXTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND No/100 ($1,069,875.00) ---------- Dollars, of which----TWO HUNDRED THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE Dollars, has been paid in cash by JAMES E. PATTERSON the receipt of which is hereby acknowledged, and for the remainder--EIGHT HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED AND NO/100 ($855,900.00)---------- Dollars, the said JAMES E. PATTERSON has executed four notes of even date herewith, each payable to Ervin M. Entrekin, Trustee, in the respective amounts of $349,650.00, $18,350.00, $463,560.00, and $24,340.00; each note has a maturity date of December 23, 1982 and is payable in principal and interest installments as set out therein, all of said notes bear interest from date as set out therein, and provide for payment of attorney's fees. Said notes contain provisions which makes a default under one note a default under all the notes, and

~~all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and~~ to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, ERVIN M. ENTREKIN, TRUSTEE,

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have this day bargained and sold, and do hereby transfer and convey unto the said JAMES E. PATTERSON, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

That certain real estate described in Exhibit A attached hereto.

This conveyance is subject to:

1. Taxes for 1978 and future years.
2. Easement of ingress and egress and burial rights in the cemetery located on or adjacent to the subject property.
3. ~~Easement of record in Deed Book 99, page 465, Register's Office, Williamson County, Tennessee (T.V.A. Powerline).~~ E.M.E. J.E.P.
4. Unrecorded easement of 8" and 12" water line, Harpeth Valley Utility District.
5. Easement for the flow of Little Harpeth River.

For Release provision, see attached Exhibit "A"

This is unimproved (X) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JAMES E. PATTERSON, his heirs and assigns forever. I covenant that I am 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 set out above.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said JAMES E. PATTERSON, his 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 me in hand paid, I, the said JAMES E. PATTERSON do hereby transfer and convey unto THOMAS C. SCOTT, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said JAMES E. PATTERSON 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 $_____ 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 interst may appear.

I 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 I 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 I, the said JAMES E. PATTERSON 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 I 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; If I 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 trust conveyance. I 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. I 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 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 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 person or persons legally entitled thereto.

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 THOMAS C. SCOTT, Trustee, shall be vested in said successor.

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 ERVIN M. ENTREKIN, TRUSTEE and JAMES E. PATTERSON hereunto set our hands at Nashville, Tennessee, this the 23rd day of December, 1977.

E. M. Entrekin tr.

ERVIN M. ENTREKIN, TRUSTEE

James E. Patterson

JAMES E. PATTERSON

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ERVIN M. ENTREKIN, as Trustee,

the 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 23rd day of December, 1977

Thomas C. Scott
Notary Public.

Commission Expires 8/10/80

THOMAS C. SCOTT NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES E. PATTERSON

the 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 23rd day of December, 1977

Thomas C. Scott
Notary Public.

Commission Expires 8/10/80

THOMAS C. SCOTT NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, and who, upon oath, acknowledged self to be ,

of the ,

the within named bargainor, a corporation, and that he as such ,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in ,

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

JAN 18 78 CONV * $1,069,875.00
JAN 18 78 MORT'G * $855,900.00
JAN 18 78 S'TAX $2,731.74
JAN 18 78 S'TAX $ 853.90
JAN 18 78 RECFEE $ .50
JAN 18 78 W'DEED $ 10.00 * 3,646.14

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

E 46721

IDENTIF. REFERENCE

JAN 18 4 01 PM '78

FORMLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES E. PATTERSON (NAME)	Same (NAME)	MAP 157
4109 HILLSBORO CIRCLE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par - 17
NASHVILLE, TN. 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 1,069,875.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23d DAY OF December 1977.

Notary Public

MY COMMISSION EXPIRES: 8/10/81

(AFFIX SEAL)

EXHIBIT A

Being a tract of land in the 7th Civil District of Davidson County, and Williamson County, Tennessee containing 145.219 acres and described according to a boundary survey of James H. Sawyer, Jr., dated August 13, 1977 as follows:

Beginning at an iron pin in the southerly margin of Old Hickory Boulevard located at the northwesterly corner of Iroquois Meadows; thence leaving said margin along the line between Iroquois Meadows and said tract south 7° 05' 24" West 2850.44 feet to the centerline of the Little Harpeth River; thence with the centerline westerly 1,220 feet more or less to a point; thence leaving said river, north 13° 08' 39" East 504.59 feet to an iron pin; thence North 10° 02' 00" East 296 feet to an iron pin; thence North 83° 24' 46" West 504.96 feet to an iron pin; thence North 17° 40' 18" West 114.50 feet to an iron pin; thence North 81° 28' 36" West 304.80 feet to an iron pin; thence North 78° 18' 09" West 550.77 feet to an iron pin; thence north 84° 15' 00" West 360.20 feet to an iron pin; thence North 6° 38' 57" East 1854.28 feet to an iron pin in the southerly margin of Old Hickory Boulevard; thence along the margin of the same easterly 1814.72 feet to an iron pin located in the northwesterly corner of the Dan K. Binkley property; thence leaving said margin South 6° 37' 47" West 550.0 feet to an iron pin; thence South 81° 39' 24" East 350 feet to an iron pin; thence North 6° 37' 47" East 550.0 feet to an iron pin in the southerly margin of Old Hickory Boulevard; thence along the margin of the same easterly 677.79 feet to the point of beginning.

Being the same property conveyed to Ervin M. Entrekin, Trustee with full power by deed from George Reams, Executor of the Estate of A. J. Vaughn, deceased of record in Book 5032, page 578, Register's Office, Davidson County, Tennessee, and recorded in Book 263, page 469, Register's Office Williamson County, Tennessee, and by deed from George T. Reams, Marvin Lee Reams and Orville Reams of record in Book 5165, page 914, Register's Office, Davidson County, Tennessee, and recorded in Book 288, page 978, Register's Office, Williamson County, Tennessee.

Ervin M. Entrekin, Trustee agrees to release that portion of the property dedicated as a public road on a recorded subdivision plat and all land in the flood plain for no consideration upon completion of said public road and the installation of public water in said road. Ervin M. Entrekin, Trustee will release each lot at the rate of Fourteen Thousand Three Hundred and No/100 ($14,300.00) Dollars per acre for lots fronting on Old Hickory Boulevard and Eight Thousand Five Hundred ($8,500.00) Dollars per acre for all interior lots. Release payments are to be applied on the principal of the note held by Ervin M. Entrekin, Trustee as and when paid to Ervin M. Entrekin, Trustee, provided, however, in no event will any release be granted that would leave the balance of the property without adequate access or with a value substantially less than the value prior to such release, it being agreed and understood that the relationship of the value of the collateral to the unpaid balance of the note shall in no way be reduced by lot releases.