THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PIGG, ATTORNEY
230 FOURTH AVE., SOUTH
NASHVILLE, TENNESSEE 37219

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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Holt Hills Development Co., Inc.	Same	172-92
(NAME:) Holt Rd	(NAME:)	60-72100
(STREET ADDRESS OR ROUTE NUMBER) Nashville TN	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Nine Thousand Five Hundred Twenty and No/100 ($129,520.00)---------- *Dollars, of which* Thirty-Seven Thousand Five Hundred Sixty and 80/100 ($37,560.80) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ninety-One Thousand Nine Hundred Fifty-Nine and 20/100 ($91,959.20)---------- *Dollars,*

HOLT HILLS DEVELOPMENT CO., INC. *has executed* its promissory note, payable in three (3) equal annual installments. The note bears interest at Ten (10%) percent per annum, and interest payments will be paid simultaneously with principal. Payments on interest and principal will be due April 10, 1979; April 10, 1980; and April 10, 1981. Said note may be prepaid at anytime without penalty. Any payment made shall be applied first to interest and then to principal.

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, Lester L. Turbeville and wife, Beulah L. Turbeville; Donald E. Turbeville and wife, Joan A. Turbeville; Gayle T. Killom and husband, Gerald Killom; and Alice (Mai) Swain and husband, William Swain.

have this day bargained and sold, and do hereby transfer and convey unto the said

HOLT HILLS DEVELOPMENT CO., INC.

its *(successors), heirs and assigns,*

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

Land in the 5th Civil District of Davidson County, Tennessee, described according to a survey by Ernest Medlin, Registered Land Surveyor, dated March, 1978, as follows:

Beginning at a stone in the west margin of Nolensville Road, at the common front corner of Lots No. 2 and 3, on the Partition Map of Camus, the decree of which is recorded in Minute Book "P", page 399, in Chancery Court of Davidson County, Tennessee; thence southerly, with the west margin of Nolensville Road, following the arc of a curve to the left, having a radius of 2490.7 feet,a distance of 807.83 feet to a concrete monument, at an offset in the right-of-way; thence along said offset S65°10'W, 15 feet to a concrete monument; thence continuing southerly with the west margin of said road, along the arc of a curve to the left, having a radius of 2505.7 feet, a distance of 532.11 feet to a corner; thence leaving said road, following an old fence line, S62°04'05"W 148.55 feet to a corner post; thence continuing with a fence line N76°28'42"W 1525.58 feet to a corner; thence N5°18'42"E 925.16 feet to a corner; being the common rear corner between said Lots 2 and 3 of the Chancery Court Partition Map; thence with the line dividing said 2 lots N88°30'E 1051.06 feet to the point of beginning, containing 32.38 acres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 129,520.00

Subscribed and sworn to before me, this the 11th day of April, 1978

Evelyn Sullen
Affiant

My commission expires 1/6/80 (Affix Seal)

Patricia C. Burgess
Notary Public

Being the same property conveyed to W. E. Turbeville by deeds of record in Book 68, page 225, and Book 58, page 633, in the Register's Office for Davidson County, Tennessee, the said W. E. Turbeville having since died intestate April 21, 1908, leaving Oscar A. Turbeville and Ella Turbeville as his only heirs-at-law. The said Ella Turbeville died intestate March 1, 1957, and Oscar A. Turbeville died testate July 29, 1966, devising said property to Lester L. Turbeville and Pearl Turbeville Bean in Will Book 87, page 16, County Court of Davidson County Tennessee. The said Pearl Turbeville Bean died testate July 28, 1976, devising her interest to Alice Mai Swain, Donald E. Turbeville and Gail Turbeville Gilliam of record in Will Book 110, page 727, County Court of Davidson County, Tennessee.

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Lester L. Turbeville and wife, Beulah L. Turbeville, convey their one-half undivided interest in and to said land; and Donald E. Turbeville and wife, Joan A. Turbeville; Gayle T. Killom and husband, Gerald Killom; and Alice (Mai) L. Swain and hsuband, William Swain, convey their one-half undivided interest in and to said land.

Grantors agree to release land of Grantee's choice from the lien created by this instrument on the basis of one acre for each $5,000.00 paid on principal, including annual payments or other payments on principal. Grantors will release 9.23 acres in consideration of the cash down payment.

Gayle T. Killom and Gail Turbeville Gilliam are one and the same person.

unimproved (X)
This is improved ( ) 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 Holt Hills Development Co., Inc. its *(successors), 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,* except for 1978 taxes.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Holt Hills Development Co., Inc. its *(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 Holt Hills Development Co., Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Fred B. Newman, *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

the " of "

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.*

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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 11th *day of* April, *19* 78

HOLT HILLS DEVELOPMENT CO., INC.

BY: Richard C. Argo, Pres.
RICHARD C. ARGO, PRESIDENT

Evelyn Sutton, Sec/Treas
EVELYN SUTTON, SECRETARY-TREASURER

Lester L. Turbeville
Lester L. Turbeville

Beulah L. Turbeville
Beulah L. Turbeville

Donald E. Turbeville
Donald E. Turbeville

Joan A. Turbeville
Joan A. Turbeville

Gayle T. Killom
Gayle T. Killom

Gerald Killom
Gerald Killom

Alice Mai Swain
Alice (Mai) Swain

William Swain
William Swain

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Lester L. Turbeville and wife, Beulah L. Turbeville, Donald E. Turbeville and wife, Joan A. Turbeville; Gayle T. Killom and husband, Gerald Killom; Alice (Mai) Swain and husband, William Swain *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* 11th *day of* April, *19* 78.

Patricia A Burgess *Notary Public*

Commission expires 5/10/80

PATRICIA A. BURGESS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Richard C. Argo and Evelyn Sutton, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary-Treasurer *of the* Holt Hills Development Co., Inc., *the within named bargainor, a corporation, and that* they *as such* President and Secretary-Treasurer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves President and Secretary-Treasurer

Witness my hand and seal at office in Nash TN,
this 4th *day of* April, 19 78

Patricia A Burgess *Notary Public*

Commission expires 5/4/80

APR25'78	CONV	90,000.00			
APR25'78	CONV	39,520.00			
APR25'78	MORT'G	91,959.20			
APR25'78	S'TAX		B*	336.70	
APR25'78	S'TAX		B*	90.00	
APR25'78	PR'FEE		B*	.50	
APR25'78	W'DEED		B*	8.00	* 435.20

INSTALLMENT DEED

FROM Lester L. Turbeville et al

TO Holt Hills Development Co., Inc.

E. 6. 1. 5. 9 4

IDENTIF. REFERENCE

APR 25 8 59 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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