This instrument prepared by:
Don L. Smith, Atty.
Home Federal Tower, 7th Floor
Nashville, TN 37219

Installment Deed

BOOK 5294 PAGE 957

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Clarence Sutherland, et ux	same	175
(NAME:) 3825 Cleghorn Avenue	(NAME:) 4000 Sunnybrook Dr.	P/O Par 121 JS
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37215	(STREET ADDRESS) Nash. Tn. 37205	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Hundred Seventy-five Thousand and no/100 ($875,000.00) ---------- *Dollars,*

of which Fifty Thousand and no/100 ($50,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Hundred Twenty-five Thousand and no/100 ($825,000.00) ---------- *Dollars,*

Grantees have assumed and agreed to pay a note in the original principal amount of $615,000.00 payable to the order of Kimbrough-Kavanaugh & Associates, Inc. and secured by Deed of Trust executed by McDowell Development Corporation to J. Terry Hunter, Trustee, dated July 25, 1975, and of record in ~~xxxxxxxxxx~~ Book 4936, page 965, Register's Office of Davidson County, Tennessee, and has executed a promissory note of even date herewith in the principal amount of $231,345.50 plus interest at the rate of 9% per annum on the unpaid balance, payable to the order of McDowell Development Corporation, and payable in three (3) equal annual installments of principal, together with monthly payments of interest only on the unpaid principal balance, commencing on date improvements located on property herein are 100% leased or January 1, 1979, whichever date shall first occur, and continuing on the first day of each month thereafter until principal paid in full, with the first installment of principal due on June 6, 1979, the second installment of principal due on June 6, 1980, and the remaining installment of principal and all accrued interest due on June 6, 1981. This note may be prepaid in whole or in part at any time without penalty.

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, McDowell Development Corporation

have this day bargained and sold, and do hereby transfer and convey unto the said Clarence Sutherland and wife, Susan C. Sutherland, their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 1 on the plan of Interchange City Industrial Park, Section X, of record in Book 4675, page 19, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at a point in the east margin of J. P. Hennessy Drive, said point being 2449.13 feet north of the east margin of Firestone Parkway and also a common corner with the Firestone Tire and Rubber Company property; thence continuing along J. P. Hennessy Drive on a curve to the left with radius of 848.51 feet, a distance of 423.55 feet; thence North 15° 50' East, a distance of 200.15 feet; thence along a curve to the right with a radius of 2261.83 feet a distance of 212.77 feet; thence leaving J. P. Hennessy Drive on a line of South 75° 39' 37" East a distance of 60.06 feet; thence along a curve to the left with radius of 549.47 feet, a distance of 205.07 feet; thence North 82° 57' 23" East a distance of 332.59 feet to a point in the center of Hurricane Creek; thence South 26° 14' West a distance of 973.34 feet along a line common with Firestone property; thence North 86° 07' West a distance of 417.21 feet; thence North 46° 00' 07" West, a distance of 108.22 feet to the point of beginning containing an area of 10.02 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $875,000.00

Subscribed and sworn to before me, this the 6th day of June, 1978

My commission expires My Commission Expires Sept. 8, 1979

(Affix Seal)

ANGELA S. PO... NOTARY PUBLIC ... COUNTY, TENN.

Notary Public

Being part of the same property conveyed to McDowell Development Corporation by the following deeds; Deed from Lawson B. Nelson and wife, Sophia M. Nelson, of record in Book 4549, page 221, Register's Office for Davidson County, Tennessee; Deed from Willie Lee Tune and wife, Willie Dell Tune, of record in Book 4419, page 194, Register's Office for Davidson County, Tennessee; deed from E. W. Waldron, Jr. and wife, Inez M. Waldron and Vester Waldron and wife, Charlene Waldron and Roy L. Waldron and wife, Joyce Waldron, of record in Book 4466, page 216, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

(1) The Owner's certificate, various easements and set back lines as shown on book of record in Book 4675, page 19, Register's Office, Davidson County, Tennessee.
(2) Deed of Trust executed by McDowell Development Corp. to J. Terry Hunter, Trustee, of record in Book 4936, page 965.
(3) 1978 taxes which have been prorated and assumed by the grantees.

unimproved ( )
This is improved (X) property, known as 1634 J. P. Hennessy Boulevard, Nashville
(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 Clarence Sutherland and wife, Susan C. Sutherland *, their (successors), heirs and assigns forever.* It does *covenant that* it is *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, a lien but not yet due and payable, which were prorated at closing and assumed by grantees, and as otherwise noted herein.

It does *further covenant and bind* itself, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Clarence Sutherland and wife, Susan C. Sutherland *, 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 Clarence Sutherland and wife, Susan C. Sutherland *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith *, 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 protect 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.

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 6th *day of* June, *19* 78.

McDOWELL DEVELOPMENT CORPORATION
By: Cleal A. McDowell, PRESIDENT
By: [illegible]

Clarence Sutherland
Clarence Sutherland
Susan C. Sutherland
Susan C. Sutherland

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ANGELA S. POWERS, *a Notary Public in and for said County and State,* Clarence Sutherland and wife, Susan C. Sutherland

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* 6th *day of* JUNE, *19* 78.

ANGELA S. POWERS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires Sept. 8, 1979 Angela S. Powers *Notary Public*

Commission expires

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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, ANGELA S. POWERS, *a Notary Public of the State and County aforesaid, personally appeared* CARL H. VEREEN AND CHARLES W. McDOWELL, *with whom I am personally acquainted, and who, upon oath, acknowledged* HIMself *to be* PRESIDENT AND VICE PRESIDENT *of the* McDOWELL DEVELOPMENT CORPORATION, *the within named bargainor, a corporation, and that* theyas *such* PRESIDENT AND 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* PRESIDENT AND VICE PRESIDENT.

Witness my hand and seal, at office in NASHVILLE, TN.,
this 6th *day of* JUNE, 1978.

My Commission Expires Sept. 8, 1979 Angela S. Powers *Notary Public*

Commission expires.....

ANGELA S. POWERS NOTARY PUBLIC DAVIDSON COUNTY

JUN-6 78	CONV	*	@	875,000 00
JUN-6 78	MORT'G	*	@	231,345.50
JUN-6 78 S'TAX			B*	2,275.00
JUN-6 78 S'TAX			B*	229.30
JUN-6 78 PR'FEE			B*	.50
JUN-6 78	W'DEED		B*	8.00 * 2,512.80

INSTALLMENT DEED

FROM

TO

E 69524

IDENTIF. REFERENCE

JUN 6 3 30 PM '78

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

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