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

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Clarence Sutherland Company, Inc. (NAME)	same (NAME)	
3825 Clayton Ave (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	To be assigned I.R.S.
Nashville Tenn. 37215 (CITY) (P. O. ZONE) (STATE)	same (CITY) (ZONE) (STATE)	BOOK 5348 PAGE 688

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of One Hundred Forty-nine Thousand One Hundred and no/100 ($149,100.00)----------DOLLARS

of which $ none 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 executed a promissory note of even date herewith in the original principal amount of $149,100.00 payable in one installment five years from date plus interest at the rate of nine and one-half (9 1/2%) percent per annum on the unpaid balance payable monthly in advance on the first day of each and every month after date commencing November 1, 1978, until all principal and interest are paid in full. This note or any part thereof may be prepaid at any time without penalty.

OCT 10 78	CONV	90,000.00	149,100.00
OCT 10 78	CONV	59,100.00	
OCT 10 78	MORT'G	90,000.00	149,100.00
OCT 10 78	MORT'G	59,100.00	
OCT 10 78	S'TAX	B*	387.66
OCT 10 78	S'TAX	B*	147.10
OCT 10 78	PR'FEE	B*	.50
OCT 10 78	WDEED	B*	6.00 * 541.26

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 hereinafter conveyed.

McDowell Development Corporation, a Tennessee corporation, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Clarence Sutherland Company, Inc., a Tennessee corporation, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Property described on Exhibit "A" attached.

The property conveyed hereunder shall be released from the lien retained herein upon the following terms and conditions:

(a) A payment to be applied toward the principal in the amount of $30,000.00 per acre or portion thereof for each acre to be released.

(b) The Grantees herein shall cause to be prepared a boundary survey for each partial release from the lien contained herein at Grantees sole cost and expense, and all costs, including preparation of partial releases, recording fees and any other fees incident to such releases shall be the sole and exclusive cost of the Grantees.

(c) Prior to the granting of any releases from the lien hereof, the Grantees shall provide for direct access or frontage upon a public street which has been constructed to that portion of the property conveyed hereunder which is still subject to the lien hereof and such public street shall have been approved by all of the government regulatory agencies and authorities having jurisdiction thereof.

This is improved ( ) property known as.....
unimproved ( )
(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 convenant 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 as otherwise noted herein.

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 Don L. Smith, 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 $fair market value 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 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 grantors 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 6 day of Oct 19 78

CLARENCE SUTHERLAND COMPANY, INC.
By: Clarence Sutherland, Pres

McDOWELL DEVELOPMENT CORP.
By: Carl H. Vereen, Pres.
By: John F. Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 149,100.00

Clarence Sutherland
Affiant

Subscribed and sworn to before me, this the 6th day of October 19 78

My commission Expires (Affix Seal) July 18, 1982

Jo M. McClurkan
Notary Public

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____ the 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____.

Commission Expires _____ _____, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jo M. McClurkan, a Notary Public of the State and County aforesaid, personally appeared Clarence Sutherland, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Clarence Sutherland Company, Inc., 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee this 6th day of October, 19 78

Jo M. McClurkan
Notary Public

Commission Expires July 18, 1982

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jo M. McClurkan, a Notary Public of the State and County aforesaid, personally appeared Carl H. Vereen and Robert F. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Vice-President of the McDowell Development Corp., the within named bargainor, a corporation, and that they as 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 themselves as President and Vice President.

Witness my hand and seal, at office in Nashville Tennessee, this 6th day of October, 1978.

Jo M. McClurkan
Notary Public

My Commission Expires: July 18, 1982

INSTALLMENT DEED

FILED FOR REFERENCE OCT 10 3 12 PM
IDENTIFIED BY R. E. WILSON REGISTER
DAVIDSON COUNTY, TENN.

E 93433

FORM NO 1005—HESSEY 8-1-75

EXHIBIT "A"

Being Lot No. 3 on the Plan of Cummings Park, Section 2, of record in Book 4595, page 140, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

INCLUDED BUT SPECIFICALLY EXCLUDED is the following described property.

(a) Lot No. 7 on the Resubdivision of Section One Antioch Business Park of record in Book 5190, page 69, said Register's Office.
(b) Land within the bounds of Cummings Court.
(c) A cemetery located on the southeasterly portion of said lot.

Being part of the property conveyed to McDowell Development Corp. by deed from Thomas L. Cummings, Jr. of record in Book 4682, page 442, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

(1) 1978 taxes which have been prorated and assumed by Buyer.

(2) An easement for the right-of-way of ingress and egress to that certain cemetery located in the southeasterly portion of the subject property, as reserved to the grantors in the deed of record in Book 2138, page 361, and recited in the deed of record in Book 4413, page 980, said Register's Office.

(3) Easement for the flow of Mill Creek.

(4) Easement for constructing and maintaining sanitary sewers was granted First Suburban Water Utilities District of Davidson County, Tennessee, by instrument of record in Book 4591, page 406, said Register's Office.

(5) The recorded plan of record in Book 4595, page 100, shows an Owner's Certificate, a 30 foot setback line from Cummings Park Drive, and locates the above 20 foot sewer easement of record in Book 4591, page 406, running generally southwest to northeast through the westerly portion of said lot and running east and west along the northeasterly line; a drainage easement of varying widths along the westerly line, a 10 foot public utility and drainage easement along the southerly line of said lot, a flood line and the following note: minimum first flood elevation for commercial and industrial buildings 498.5 and any residential buildings must have a finished floor elevation of 501.5 feet.