This instrument prepared by:
Joseph B. Pitt, Jr., Attorney
First American Center
Nashville, Tennessee 37238

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
The Hawthorne Corporation	SAME	144-2-2
(NAME): 1230 CC ~~1228~~ Chickering Road	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee 37215	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Eighty Thousand and no/100---------- ($480,000.00) *Dollars, of which* One Hundred Fifty Thousand and no/100---------- ($150,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Hundred Thirty Thousand and no/100 ($330,000.00) *Dollars,*

The Hawthorne Corporation *has executed* its promissory note of even date herewith in the principal amount of $330,000.00, payable to the order of Dan W. Maddox in 35 monthly installments of $3,118.50 each, which installments include both principal and interest at the rate of 10.5% per annum, the first of said installments falling due on August 5, 1980 and the others on the same day of each successive month thereafter, and one final, the 36th, installment of the unpaid principal balance plus interest at the rate of 10.5% per annum on July 5, 1983, the due date for said final installment; the first 35 installments of said note being computed on a 25 year amortization schedule; and providing that any payments due under said note which are received by the 15th of * *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,* we, Dan W. Maddox and wife, Margaret Maddox *have this day bargained and sold, and do hereby transfer and convey unto the said.* The Hawthorne Corporation, a North Carolina corporation *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in Davidson County, Tennessee, being Lot No. 1 on the Revised Plan of the Dan W. Maddox Property, of record in Book 5200, page 164, Register's Office for said County, described as follows:

Beginning at a monument in the easterly margin of Chickering Road, said monument being the original northwest corner of the Dan W. Maddox Property and being the southwest corner of the George N. Bullard Property; thence with a segment of the south line of Bullard south 86 deg. 30' east 1187.5 to a monument, said monument being a common corner of Lots Nos. 1 and 2 on said plan; thence south 3 deg. 0' west 348.07 feet to a monument; thence north 86 deg. 30' 18" west 1230.21 feet to a monument in the easterly margin of Chickering Road; thence with said easterly margin of Chickering Road north 10 deg. 0' east 350.43 feet to the point of beginning, containing according to said plan 9.66 acres.

Together with an ingress and egress easement for driveway purposes over that portion of Lot No. 2 on said plan which lies south of and adjacent to lot No. 1, on which lies an existing driveway, as shown on said plan in Book 5200, page 164, Register's Office for Davidson County, Tennessee. Said easement over Lot No. 2 is appurtenant to and runs with Lot No. 1.

Being the same property conveyed to Dan W. Maddox and wife, Marjorie C. Maddox by deed from W. J. Anderson, Jr. et ux, of record in Book 1848, page 23, Register's Office for Davidson County, Tennessee. Marjorie C. Maddox conveyed her interest in said property to Dan W. Maddox by deed of record in Book 4351, page 729, said Register's Office.

* each month will not be deemed in default.

This conveyance is made subject to an easement for water mains in two instruments of record in Book 966, page 762, and Book 1015, page 85, Register's Office for said County; and the plan of record in Book 5200, page 164, Register's Office for said County, shows an Owner's Certificate, a 20-foot easement to Nashville Electric Service; and an ingress and egress easement reserved for Lot 1 over Lot 2 as described above; and restrictions of record in Book 1172, page 29, said Register's Office; and subject to the following provision on said plan:

1. That any use or development of the property subdivided shall be so arranged as to allow for the future extension of Chancery Lane South without interference by structures.

2. That the approval of the Metropolitan Department of public health must be furnished in regard to sanitary disposal system before a building permit can be issued.

Easements are hereby granted and reserved by the grantor and grantee herein for existing light, gas, water and other public utility lines for the benefit of Lots Nos. 1 and 2.

Possession to be given within two weeks from the date hereof.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 480,000.00

Subscribed and sworn to before me, this the 1st day of July 1980

Affiant

My commission expires: 4/8/84 (Affix Seal)

Notary Public

unimproved ( )
This is improved (X) property, known as 1228 Chickering Road, Nashville, Tennessee 37215
(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 Grantees their (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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Richard Dance *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 $ 330,000.00 *, 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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

to,

property, or the lien of this instrument, or appear in any court to prove 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.

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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* 1st *day of* July, *19*80.

Dan W. Maddox

Margaret Maddox

THE HAWTHORNE CORPORATION

By: Charles Carroll, President

F 95970

IDENTIF. REFERENCE

Jul 2 10 53 AM '80

FELIX E. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

7502 07/02 1588.50- CHECK

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Dan W. Maddox and wife, Margaret Maddox,

*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* 1st *day of* July, *19*80.

Mary Ensey, *Notary Public*

Commission expires 4/8/84

NOTARY PUBLIC AT LARGE

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

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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, Mary Ensley, *a Notary Public of the State and County aforesaid, personally appeared* Charles Carroll, *with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* President ..... *of the* The Hawthorne Corporation, a North Carolina corporation, *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* 1st *day of* July, *19*80

Mary Ensley *Notary Public*

Commission expires 7/8/84

NOTARY PUBLIC AT LARGE

138392

INSTALLMENT DEED

FROM
Dan W. Maddox and wife,
Margaret Maddox

TO
The Hawthorne Corporation

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

Return to Chicago Title

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			480000.00- CO	
			330000.00- MO	
			1248.00 CO TX	
			328.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 1588.50-	
7502A07/02/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 95970

IDENTIF. REFERENCE

JUL 2 10 53 AM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 765866