OFFICIAL RECEIPT

BOOK 5878 PAGE 579

INSTALLMENT DEED

| New Owner: | Send Tax Bills To: | Map & Parcel Number: |
|---|---|---|
| William A. Pinckley and wife, Julia M. Pinckley | c/o Tom G. Coleman, Atty. 9000 East Church Street Brentwood, Tennessee 37027 | 171-19 |

FOR AND IN CONSIDERATION of the sum of Fifty Thousand Dollars ($50,000.00) of which Thirty Thousand Dollars ($30,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remaining Twenty Thousand Dollars ($20,000.00), William A. Pinckley and wife, Julia M. Pinckley (herein also "Buyers") have executed their promissory note in the amount of Twenty Thousand Dollars ($20,000.00) of even date herewith secured by this installment deed, said note bears interest at the rate of twelve percent (12%) per annum payable in three (3) equal annual installments of Sixty-Six Hundred Sixty-Six Dollars and 66/100 ($6,666.66) each on the first, second and third anniversary dates of said note, together with the accrued interest on the unpaid balance, said note and the terms thereof being incorporated herein as fully as though copied herein verbatim. The parties agree that Buyers may not sell, encumber, transfer or convey this property without the express written consent of Grantors and in the event Buyers do sell, encumber, transfer or convey this property either by unrecorded contract or recorded conveyance, the entire unpaid balance of the note secured hereby together with all accrued interest thereon shall become due and payable. To secure the payment of this promissory note, principal, interest and attorney's fees as set forth therein, a lien is expressly retained on the land herein conveyed.

Grantors hereinafter specifically identified have this day bargained and sold and do hereby transfer and convey unto the said William A. Pinckley and wife, Julia M. Pinckley, their heirs and assigns real estate located in the Fifteenth Civil District of Williamson County and the Sixth Civil District of Davidson County, Tennessee more particularly described on Exhibit A hereto, being six acres, more or less, to include all land owned by Grantors in this location, said tract being partially in Williamson County and partially in Davidson County known as the George W. Voorhies property. The plat of the survey is attached here as Exhibit B.

Grantors further covenant and bind themselves, their heirs and representatives to warrant and forever defend the title to the real estate to the said William A. Pinckley and wife, Julia M. Pinckley, their heirs and assigns against the lawful claims of all persons.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title and interest thereto belonging to the said William A. Pinckley and wife, Julia M. Pinckley, their heirs and assigns forever and Grantors covenant that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it and that same is unencumbered except as noted herein below.

1. 1981 taxes are unpaid and are to be prorated as of the date of this deed.

2. Buyers have at their expense obtained a survey of the subject property referred to on Exhibit A and B hereof and the Voorhies graves and graveyard are located thereon. Buyers will cause to be erected around the area identified on the survey and plat known as the Voorhies graves and graveyard (.66 AC. tract) within ninety (90) days from date of this deed, a fence (fence type and installation to be approved by grantors or their agent, Jonathan Harwell), and Buyers, their successors and assigns, hereby covenant and agree to maintain said fence and graveyard tract in an orderly condition and further covenant that Grantors, their heirs, successors and assigns and the heirs of all other persons buried within said graveyard will have a reasonable right of ingress and egress to said graves and graveyard and Buyers further covenant for themselves, their successors and assigns that Grantors, their heirs and heirs of the persons buried within the said graveyard shall have the right to utilize said graveyard as a graveyard for family burials so long as the monuments and gravestones marking the graves are found to be there and other attention is given to the graves so as to show and perpetuate the sacred object and purpose to which the land has been dedicated and so long as any acts are done tending to preserve the memory of those persons buried there and mark their last resting place. Nothing herein shall be deemed to operate in derogation of the common law rights of the Grantors, their heirs and the heirs of the persons buried within the said graveyard.

3. The Grantors herein are the heirs of George W. Voorhies who died intestate December 24, 1961. Those heirs are specifically as follows: Mary Agnes Voorhies Butler, George W. Voorhies, Jr., Susie Voorhies Roberts, Dr. McKinley Voorhies, Maude L. Voorhies Bisson, and Grace Voorhies Hunt. George W. Voorhies, Jr. died October 22, 1979, and by will transferred and devised all of his property to his surviving spouse, Willie Mae Voorhies. Maude L. Voorhies Bisson (Maude L. Bisson) holds powers of attorney to act in regard to this property on behalf of her sister, Mary A. Butler (Mary Agnes Voorhies Butler) and Grace V. Hunt (Grace Voorhies Hunt) of record in Book 5825, Page 555, Register's Office of Davidson County, Tennessee and from her brother, Dr. McKinley Voorhies, to act in respect to this property of record in Book 5825, Page 556, Register's Office of Davidson County, Tennessee. The parties agree that Maude L. Voorhies Bisson has the authority and power to act where necessary on behalf of all Grantors including specifically the power to collect the proceeds of the note secured hereby and disburse said proceeds in accord with terms previously agreed upon, and in that regard she may designate Jonathan Harwell as her agent and agent for Grantors herein.

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 ($1.00) paid in cash receipt of which is hereby acknowledged, the said William A. Pinckley and wife, Julia M. Pinckley, hereinafter referred to as Trustors, hereby transfer and convey unto Jonathan Harwell, trustee, his successors and assigns, the real estate hereinbefore described and described on Exhibit A hereto with the appurtenances, estate, title and interest thereto for the purpose of securing the payment of the installment deed note herein referred to.

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 prove the 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 six percent (6%) 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 (30) 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 (20) 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 any 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 this the 10th day of February, 1982.

William A. Pinckley

William A. Pinckley

Julia M. Pinckley

Julia M. Pinckley

Maude L. Voorhies Bisson

Maude L. Voorhies Bisson, For Herself and as Power of Attorney For Those Parties Noted Herein Specifically Mary Agnes Voorhies Butler and Grace V. Hunt (Grace Voorhies Hunt)

Susie Voorhies Roberts

Susie Voorhies Roberts

McKinley Voorhies

McKinley Voorhies, M.D.

Willie Mae Voorhies

Willie Mae Voorhies

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Claudia J. Ethridge, a Notary Public within and for the State and County aforesaid, personally appeared William A. Pinckley, with whom I am personally acquainted, and who made oath that he has executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of February, 1982.

Claudia J. Ethridge

Notary Public

My Commission Expires: 7/28/85

OFFICIAL RECEIPT

STATE OF TENNESSEE) BOOK 5878 PAGE 582

COUNTY OF DAVIDSON)

Before me, Claudia J. Ethridge, a Notary Public within and for the State and County aforesaid, personally appeared Julia M. Pinckley, with whom I am personally acquainted, and who made oath that she has executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of February, 1982.

Claudia J. Ethridge
Notary Public

My Commission Expires: 7/28/85

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Claudia J. Ethridge a Notary Public within and for the State and County aforesaid, personally appeared Susie Voorhies Roberts, with whom I am personally acquainted, and who made oath that she has executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of November, 1981.

Claudia J. Ethridge
Notary Public

My Commission Expires: 7/28/85

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me Claudia J. Ethridge, a Notary Public within and for the State and County aforesaid, personally appeared Dr. McKinley Voorhies, with whom I am personally acquainted, and who made oath that he has executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 19th day of November, 1981.

Claudia J. Ethridge
Notary Public

My Commission Expires: 7/28/85

STATE OF TENNESSEE)

COUNTY OF SHELBY )

Before me, Michael Ray Harris, a Notary Public within and for the State and County aforesaid, personally appeared Maude L. Voorhies Bisson, with whom I am personally acquainted, and who made oath that she has executed the within instrument for herself and as Power of Attorney For Those Parties Noted Herein Specifically, Mary Agnes Voorhies Butler and Grace V. Hunt (Grace Voorhies Hunt) for the purposes therein contained.

Witness my hand and official seal at Memphis, Tennessee, this 27 day of November, 1981.

Notary Public

My Commission Expires: 8-10-82

OFFICIAL RECEIPT

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STATE OF MICHIGAN )

COUNTY OF INGHAM )

Before me, Linda Weldon, a Notary Public within and for the State and County aforesaid, personally appeared Willie Mae Voorhies, with whom I am personally acquainted, and who made oath that she has executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Lansing, Michigan, this 17 day of December, 1981.

Linda Weldon
Notary Public

My Commission Expires: 6-12-85

THIS INSTRUMENT PREPARED BY:
Jonathan Harwell
Harwell Barr Martin & Sloan
400 Metropolitan Federal Building
Nashville, Tennessee 37219

FILED
IDENTIF. REFERENCE
APR 28 2 57 PM '82
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

G 8 9 0 9 3

A tract or parcel of real estate located in the Fifteenth Civil District of Williamson County, and the Sixth Civil District of Davidson County in Brentwood, Tennessee and being further described according to a survey by Anderson Delk & Associates, 4741 Trousdale Drive, Nashville, Tennessee dated October 26, 1981 as follows:

Beginning at a point in the easterly right of way line of Interstate I-65 at an existing highway monument at the boundary line of Williamson and Davidson Counties which point and monument is generally 650 feet north along said easterly Interstate right of way from the northern margin of Church Street; thence north along said right of way, North 16 degrees 17 minutes West 489.70 feet to an existing state highway monument; thence North 87 degrees 38 minutes 56 seconds East 176.54 feet to a point; thence North 84 degrees 3 minutes 56 seconds East 265.70 feet to a point; thence South 5 degrees 57 minutes 46 seconds West 89.27 feet to a point; thence South 6 degrees 31 minutes West 582.29 feet to a point; thence South 7 degrees 11 minutes 45 seconds West 140.44 feet to a point; thence North 83 degrees 33 minutes 23 seconds West 354.81 feet to a point; thence North 8 degrees 31 minutes 50 seconds West 328.63 feet to the point of beginning, said tract containing 7.78 acres more or less.

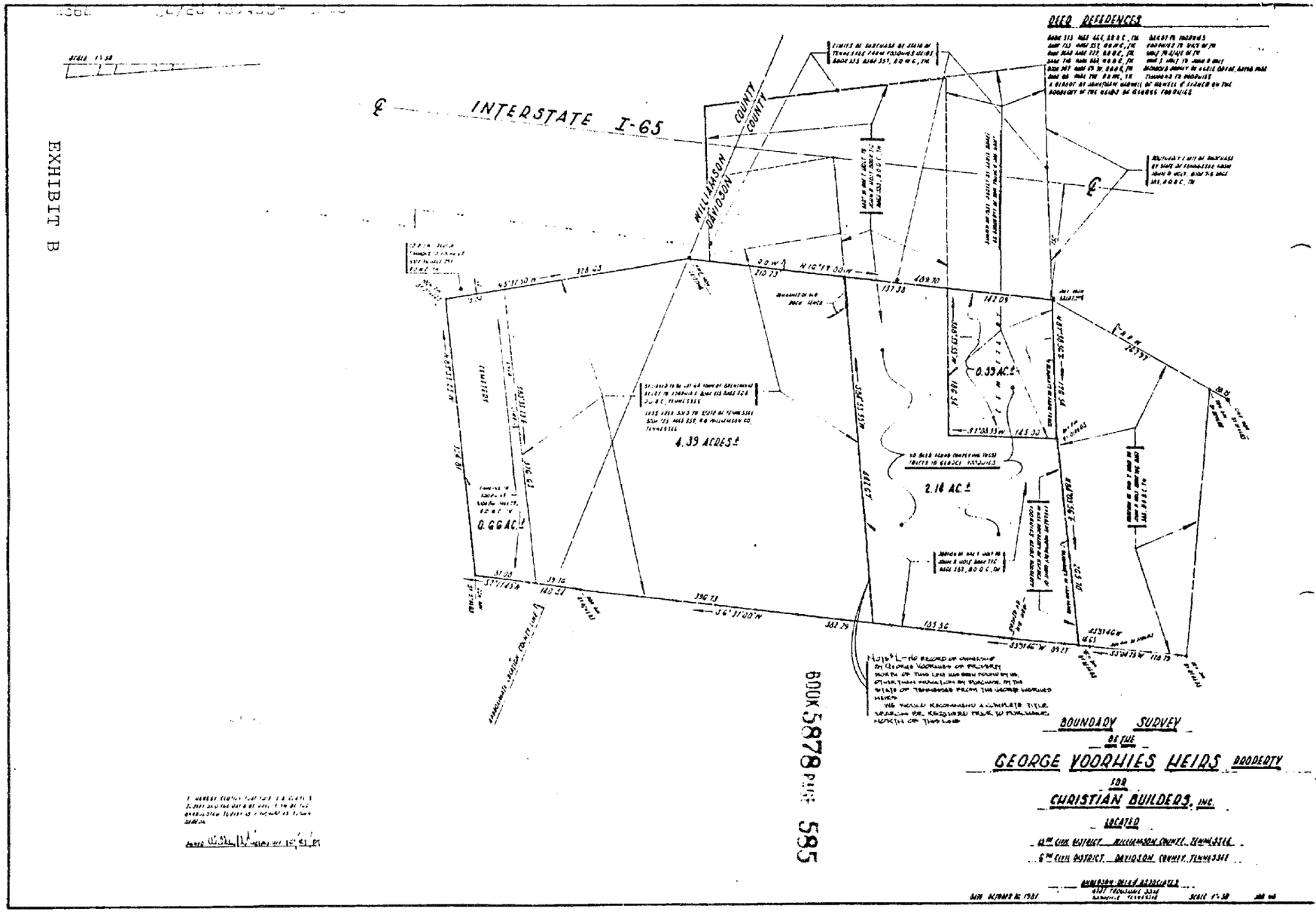
Cemeteries

Located within this tract are two (2) cemeteries, one being in the northwest corner and containing 0.59 acres more or less and described as follows: beginning at an existing state highway marker in the northwest corner of the larger tract; thence east along the remnants of a farm fence being also the northernmost boundary of the entire tract, North 87 degrees 38 minutes 56 seconds East 176.54 feet to a point; thence South 2 degrees 8 minutes 55 seconds West 145 feet to a point; thence South 88 degrees 53 minutes 55 seconds West 186.54 feet to a point; thence North 16 degrees 17 minutes West 142.09 feet to the point of beginning.

The second cemetery tract, known as the Voorhies Cemetery and being specifically the cemetery and graveyard subject of paragraph 2. of the installment deed to which this description is attached, located along the southernmost boundary of the larger 7.78 acre tract and generally being property conveyed from Timmons to Voorhies, Book 86, Page 292, Register's Office of Williamson County, Tennessee. This Voorhies cemetery-graveyard contains 0.66 acres more or less and is described as follows: beginning at an iron pin marking the common southeast corner of the larger tract and the subject cemetery; thence West along the southernmost boundary of the larger tract North 83 degrees 33 minutes 23 seconds West 354.81 feet to a point; thence North 8 degrees 31 minutes 50 seconds West 78.84 feet to a point marked by a fence; thence South 83 degrees 33 minutes 23 seconds East 376.63 feet along the fence line to a point; thence South 7 degrees 11 minutes 45 seconds West 81.08 feet to the point of beginning.

This entire 7.78 acre tract as currently surveyed is the same property vested in George W. Voorhies at his death on December 24, 1961. The said George W. Voorhies died intestate and his heirs are Mary Agnes Voorhies Butler, George W. Voorhies, Jr., Susie Voorhies Roberts, Dr. McKinley Voorhies, Maude L. Voorhies Bisson and Grace Voorhies Hunt. George W. Voorhies, Jr. died October 22, 1979 and by will transferred and devised all of his property to his surviving spouse, Willie Mae Voorhies. Maude L. Voorhies Bisson (Maude L. Bisson) holds power of attorney to act in regard to this property on behalf of her sister, Mary A. Butler (Mary Agnes Voorhies Butler) and Grace V. Hunt (Grace Voorhies Hunt) said power of attorney being of record in Book 5825, Page 555, Register's Office of Davidson County, Tennessee and holds power of attorney to act in regard to this property from her brother, Dr. McKinley Voorhies, said power being of record in Book 5825 Page 556, Register's Office of Davidson County, Tennessee.

EXHIBIT B




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**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____ BOOK 5878 PAGE 586

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 200000.00- | MO |
| | | | 130.00 | CO TX |
| | | | 16.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 21.00 | WDEED |
| | | | CHECK | 169.50- |
| | | | 4364404/20/02 BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

68 90 93

IDENTIF. REFERENCE

APR 28 2 57 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 878413