Prepared By: King, Ballow & Little
24th Floor
First American Center
Nashville, TN 37238

INSTALLMENT DEED

BOOK 6334 PAGE 972

NEW OWNER:
LOUIS A. MCREDMOND
Trustee
P.O. Box 100902
Nashville, TN 37210

SEND TAX BILLS TO:
SAME

MAP PARCEL NUMBERS
Map 62
Parcel 34
3 DZ 43380

FOR AND IN CONSIDERATION of the sum of One Million Three Hundred Thousand and No/100 ($1,300,000.00) Dollars of which Three Hundred Twenty-Five Thousand and No/100 ($325,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Nine Hundred Seventy-Five Thousand and No/100 ($975,000.00) Dollars, LOUIS A. MCREDMOND, Trustee, has executed a non-recourse note of even date in the amount of $975,000.00 payable to the order of BERTIE MAI WILLS and KARENE W. WEATHERFORD in annual installments of $243,750.00 each beginning on the 10th day of July, 1985, and thereafter a like sum of $243,750.00 per annum until the unpaid principal balance is paid in full. Said note bears interst at the rate of 10% per annum on the unpaid balance and said interest is payable in quarterly installments, the first quarterly installment being due and payable on the 10th day of October, 1984, and thereafter quarterly interest payments shall be paid on the 10th day of January, April, July, and October each year until said indebtedness is paid in full. A lien is expressly retained on the property herein conveyed. No fractional portion of the property herein described can be sold or mortgaged, neither can any portion be released by Grantors until the balance owing on the $975,000.00 note is paid in full. BERTIE MAI WILLS and KARENE W. WEATHERFORD have this day bargained and sold, and do hereby transfer and convey unto the said LOUIS A. MCREDMOND, Trustee, with full power to convey, mortgage, and encumber without the joinder of any beneficiary, certain real estate in Davidson County, Tennessee as follows:

07/11 (358.33- CHECK

2397

A certain tract or parcel of land lying and being in the 3rd, formerly 2nd, Civil District of Davidson County, Tennessee, in what is known as Pennington's or McSpadden's Bend of Cumberland River, being the western part of J.F. Clees' Farm, bounded and described as follows:

BEGINNING at a stone, the northwest corner of old J.F. Clees Tract; thence south 82 1/2 ° east 663.47 feet to a stone, Rudie's northwest corner; thence with his line, south 6 1/4° west 3,044.25 feet to a stone in the County Road which leads to the ferry; thence with the said road, north 87 1/4° west 665 feet to a stake in said road; thence leaving said road, north 6 1/4° east, passing a stone at the northeast corner of a tract of 14.33 acres belonging to A.J. Linx and continuing with his east boundary line of another tract, in all 3,099 feet to the beginning, containing 46.79 acres, according to a survey made by Erle Drake, County Surveyor on January 17, 1929.
There is included, but excluded from the above described property two tracts of land conveyed to Saidee Cheeseman Ridge by two deeds from Betty Sue Storey, of record in Book 1404, page 386, and book 1639, page 639, Register's Office for said County, respectively, described as follows:

FIRST TRACT: A tract of land in the 3rd, formerly the 2nd, Civil District of said County, in what is known as Pennington's or McSpadden's Bend of Cumberland River, being a part of the J.F. Clees Farm, and described according to a copy of a survey thereof made June 13, 1946, by Pete Meyer, Surveyor as follows:

SAID land is located about 5 1/2 miles from the City of Nashville and about 1/2 mile from the Cumberland River Ferry, the beginning corner of which is described as follows:

BEGINNING at a point in the center line of the McGavock Pike, the southeast corner of the property of A.J. Linx and the southwest corner of the Betty Sue Storey property or 46.79 acre tract; thence with the center line of McGavock Pike, north 88° 30' east 544 feet to a railroad spike driven in the center line of said Road; this being the beginning corner of this tract; thence with the center line of said Road, north 88° east 121 feet to another railroad spike in the center of said road which is the southwest corner of the Rudie property; thence with Rudie's west line, north 6° east 802 feet to an 18-inch sycamore tree in a fence line; thence south 89° 30' west 254 feet to an iron pin at a gate post; thence south 7° 30' east 261 feet to another iron pin; thence south 11° 30' east 142 feet to an iron pin which is 6 feet from a telephone pole; thence south 3° west 400.5 feet to the beginning, containing 3.15 acres.

SECOND TRACT: A tract of land in the 3rd, formerly the 2nd, Civil District of said County, in what is know as Pennington or McSpadden's Bend of Cumberland River, being a part of the J.F. Clees Farm, described according to a copy of a survey thereof made September 16, 1946, by Norris H. Hickerson, Surveyor, as follows:

BEGINNING at an 18 inch sycamore tree in Rudy and Storey line, 802 feet from railroad spike in center of McGavock Pike, the common corner of Storey and Rudy property; thence north 6° east 53 feet to iron pin; thence north 89° 30' east 262.4 feet to iron pin; thence south 2° 15' east 53 feet to iron pin; thence south 89° 30' west 254 feet to the point of beginning, containing 0.31 acres, more or less.

BEING the same property conveyed to Jesse B. Wills and wife, Bertie Mai Wills, and Robert K. Blair and wife, Karene W. Blair, by deed from Betty Sue Storey of record in Book 1734, page 162, Register's Office for Davidson County, Tennessee, the said Jesse B. Wills having since died. Robert K. Blair and wife, Karene W. Blair have since divorced and all of Robert K. Blair's right,

title and interest has been conveyed to Karene W. Blair by deed of record in Book 4158, page 380 said Register's Office and the said Karene W. Blair has since re-married, her present name being Karene W. Weatherford.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 1,300,000.00 Subscribed and sworn to before me, this the 10 day of July 1984

Louis A. McRedmond (Trustee)
Affiant

My commission expires: 5/26/87

(Affix Seal)

Notary Public

This is unimproved property, known as _____ Nashville, Tennessee.

TO HAVE AND 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 installments thereof, as they mature, as herein provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said LOUIS A. MCREDMOND, Trustee with full power to convey, mortgage and encumber without the joinder of any beneficiary, hereinafter referred to as trustor, hereby transfer and convey unto Frank S. King, Jr., 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:

Trustor agrees 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.

Trustor further agrees 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 hereinafter 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 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 trustor 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 12 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor 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, statutory right of redemption, homestead, dower and all other exemptions (statutory and common law) 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 his 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. 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 trustor, his order, representatives or assigns.

The owner and holder of said indebtedness may, from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Installment Deed is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferrred upon the Trustee herein and by applicable law.

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.

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 10th day of June, 1984.

Bertie Mai Wills By Karene Weatherford attorney-in-fact of record in Book 6025 Page 802 R.O.D.C. TN
BERTIE MAI WILLS

Louis A. McRedmond
LOUIS A. MCREDMOND
Trustee with full power to convey, mortgage, and encumber without the joinder of any beneficiary.

Karene W. Weatherford
KARENE W. WEATHERFORD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, _____ the within named bargainors, BERTIE MAI WILLS by her attorney-in-fact Karene W. Weatherford AND KARENE W. WEATHERFORD AND LOUIS A. MCREDMOND, Trustee, 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 10 day of July, 1984.

[illegible]
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Commission expires 5-26-87

I 35175

IDENTIF. REFERENCE

JUL 11 8 57 AM '84

REGISTER DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6334 PAGE 977

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
			1,300000.00 ← CON.	
			975000.00-	MAMT.
			3380.00	CSTAX
			973.00	MSTAX
			.50	PRFEE
			15.00	WDEED
			CHECK	4368.50-
2387A07/11/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 3517.5

IDENTIF. REFERENCE

JUL 11 8 57 AM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No.0051481