THIS INSTRUMENT PREPARED BY: JOSEPH B. PITT, JR., FIRST AMERICAN CENTER, NASHVILLE, TN 37238

# Installment Deed

BOOK 6922 PAGE 722

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| WPMC, INC. A TENNESSEE CORP. | | Map 115-14 |
| (NAME:) 500 CHURCH ST. | (NAME:) SAME | Parcel 1 |
| (STREET ADDRESS OR ROUTE NUMBER) NASHVILLE TN, 37219 | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Seventy Five Thousand and no/100---------- ($75,000.00)---------- *Dollars, of which* Fifteen Thousand and no/100---------- ($15,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Sixty Thousand and no/100---------- ($60,000.00)---------- *Dollars,* WPMC Inc. a Tennessee Corp. and I. C. Waddey, Jr., Individual *has executed*

a promissory note of even date herewith for the principal amount of $60,000.00 payable on or before November 18, 1986 together with interest at the rate of 10.0% per annum.

*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,* Metropolitan Land Corporation

*have this day bargained and sold, and do hereby transfer and convey unto the said* WPMC Inc. a Tennessee Corp. *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

SEE ATTACHED EXHIBIT "A"

22381

IDENTIFICATION REFERENCE

JUL 21 8 17 AM '86

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Affiant

Subscribed and sworn to before me, this the 18th day of July, 1986

Notary Public

My commission expires: 5-20-87
(Affix Seal)

This is improved ( ) unimproved (X) property, known as (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* WPMC Inc. a Tennessee Corp. it's *(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* WPMC, Inc. a Tennessee Corp. *(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* WPMC, Inc. a Tennessee Corp. *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph B. Pitt, 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:*

*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 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.*

*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 Registers 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.*

*Witness* our *hand* s *this* 18th *day of* July, *19* 86, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Metropolitan Land Corporation
BY: O K Browning
Exec Vice-Pres

WPMC, Inc. a Tennessee Corp.
BY: I. C. Waddey, Jr. Pres

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, personally appeared I. C. Waddey, Jr. with whom I am personally acquainted, and who upon oath, acknowledged himself to be President of the WPMC Inc. a Tennessee Corp, 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 18th day of July, 1986.

Commission expires 5-20-87

Judy A Dobbs
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* O. K. Browning, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* executive vice-president *of the* Metropolitan Land Corporation, *the within named bargainor, a corporation, and that* he *as such* executive vice 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* executive vice president

*Witness my hand and seal, at office in* Nashville, Tennessee *this* 18th *day of* July, *19* 86

Judy A Dobbs
*Notary Public*

*Commission expires* 5-20-87

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

**INSTALLMENT DEED**

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

EXHIBIT "A"

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee and being Parcel No. 1 on Tax Map 115-14 and being more particularly described as follows:

Beginning at a point in the easterly line of Lot No. 194 on the Resubdivision of Lots in Section Two, West Meade Estates as of record in Book 3500, page 100, Register's Office of Davidson County, Tennessee at the present end of Cornwall Drive shown and dedicated by the plat noted above; thence,

1. Crossing the end of Cornwall Drive, S 84° 26' E 58.05 feet to a point in the corner of Lot 195-A on the above noted plan; thence,
2. With the easterly line of Lot 195-A, N 36° 34' E 303.62 feet; thence,
3. With the easterly line of Lot 195, N 38° 13' E 151.52 feet to a point at common corner of Lot 195 and 196 on the plan of Section Two, West Meade Estates as of record in Book 2900, page 118, R.O.D.C., Tennessee; thence,
4. With the easterly line of Section Two, N 38° 13' E 136.7 feet to a point; thence,
5. N 68° 10' E 230.50 feet to a point; thence,
6. N 61° 55' E 298.10 feet to a point; thence,
7. N 13° 38' E 371.70 feet to a point in the west line of West Meade Estates, Section One as of record in Book 2663, page 110, R.O.D.C., Tennessee; thence,
8. With the west line of Section One, West Meade Estates, S 35° 05' E 161.75 feet to the northeast corner of the water tank site; thence,
9. Around water tank site, S 88° 36' W 52.0 feet; thence,
10. S 1° 24' E 106.0 feet; thence,
11. N 88° 36' E 52.0 feet to a point in the westerly line of Lot 700 on the plan of Section 7, West Meade Farms, Inc. recorded in Book 2331, page 13, R.O.D.C., Tennessee; thence,
12. With the westerly line of Section 7, West Meade Farms, Inc., S 3° 50' E 187.9 feet; thence,
13. S 34° 55' W 281.5 feet; thence,
14. S 36° 45' W 443.5 feet; thence,
15. S 46° 12' W 304.00 feet; thence,
16. S 41° 50' W 200.00 feet; thence,
17. S 49° 35' W 155.0 feet; thence,
18. S 60° 55' W 121.0 feet; thence,
19. S 68° 34' W.289.0 feet to a point at the common corner of Lots 808 and 809 on the revised plan of Section 9, West Meade Farms, Inc. as of record in Book 4060, page 38, R.O.D.C., Tennessee; thence,
20. With the easterly and northerly lines of the Revised Plan of Section 9, West Meade Farms, Inc., N 4° 11' W 281.2 feet; thence,
21. N 50° 22' W 258.2 feet; thence,
22. N 42° 19' W 57.85 feet to the beginning of a curve; thence,
23. With said curve to the left (radius 251.9 feet) northwesterly a distance of 123.0 feet to a point at the common corner of Lot 809 on the Revised Plan of Section 9 and Lot No. 810 on the Plan of Section 9, Revised as of record in Book 2663, page 57, R.O.D.C., Tennessee; thence,

24. With the northerly line of Lot No. 810, Section 9, West Meade Farms, Inc. with a curve to the left (radius 222.3 feet) southwesterly a distance of 140.8 feet; thence, to the southeasterly corner of Parcel (77) on Tax Map 115-14 owned by Ben J. Odom by deed recorded in Book 6079, page 909, R.O.D.C., Tennessee; thence,

25. With the easterly line of Odom, northeasterly approximately 425 feet, more or less, to a point in the southerly line of Lot 193, Revised Plan of Section Two, West Meade Estates; thence,

26. With a curve to the left (radius 40 feet) southeasterly approximately 25 feet; thence,

27. S.55° 34' E 351.33 feet; thence,

28. With a curve to the left (radius 175 feet) northeasterly a distance of 457.69 feet to the point of beginning and containing approximately 24.5 acres or determined by planimeter. Being a part of the same property conveyed to Metropolitan Land Corporation by deed recorded in Book 3849, page 856, R.O.D.C., Tennessee.

This description is a composit of several recorded plans and is not a field run survey.

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

RECEIVED OF _____

FOR _____

BOOK 6922 PAGE 726

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 750[illegible].0- [illegible] | |
| | | | 60[illegible].0- [illegible] | |
| | | | 21[illegible] [illegible] | |
| | | | 53.[illegible] [illegible] | |
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| | | | 12.[illegible] [illegible] | |
| | | | CHECK 833.5[illegible]- | |
| 943BA07/21/86 BAL | | | .0[illegible] | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

22381

IDENTIFICATION REFERENCE

JUL 21 8 17 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 272761