EXHIBIT 1
to
Indenture of Mortgage

TENNESSEE RAVENWOOD PROPERTIES, INC.

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TENNESSEE RAVENWOOD PROPERTIES, INC.

5.25% First Mortgage Note (Series A)

Due April 1, 1989

Tennessee Ravenwood Properties, Inc., a corporation of the State of Tennessee (herein termed the Company), for value received, hereby promises to pay to
or order, on or before the 1st day of April, 1989, as hereinafter provided the principal sum of
Dollars ($), with interest thereon from the date of this Note at the rate of five and one-quarter per cent (5.25%) per annum. Said principal and interest shall be payable at the principal office of the Trustee hereinafter mentioned in the City of New York, State of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts in 100 equal quarterly instalments of Dollars ($) each on the first day of each consecutive quarter-annual period commencing July 1, 1964, and continuing to and including April 1, 1989, provided that if this Note is originally issued on a date other than the first day of the month, a sum equal to interest at the rate of 5.25% per annum on the principal amount hereof from the date of issue to the first day of the following month shall be payable on the first day of the following month (on the basis of a 365 day year); and each quarterly instalment, when paid, shall be applied first to the payment of interest accrued on the unpaid principal of this Note and the remainder, if any, thereof to payment on account of the principal. If default shall be made in the payment, when due, of any said instalment or any part thereof or, if default shall be made in the payment, when due, of any other payment of principal of this Note (whether at maturity or by acceleration or otherwise), the unpaid principal due on this Note, and to the extent permitted

by law, any overdue interest, shall bear interest thereafter at the rate of six per cent (6%) per annum until paid in full except as otherwise provided in the Mortgage hereinafter mentioned.

This Note is one of an issue of Notes of the Company in the aggregate principal amount of $40,000,000, known as its 5.25% First Mortgage Notes (Series A), due April 1, 1989, issued under and equally and ratably secured by, and subject to, an Indenture of Mortgage and Deed of Trust (herein, together with any mortgages supplemental thereto, termed the Mortgage), dated as of March 26, 1964, executed by the Company to Chemical Bank New York Trust Company (the "Trustee") and Richard G. Pintard as Trustees, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the Company and of the holders of the Series A Notes in respect thereof, matters relating to endorsement and assignment of the Notes, persons who may be treated as holders of the Notes, the rights, duties and immunities of the Trustees and the terms and conditions upon which the Series A Notes and additional series of Notes may be issued. This Note is subject to prepayment and its maturity is subject to acceleration upon the terms provided in the Mortgage.

If any instalment of this Note becomes due and payable on a Saturday, Sunday or public holiday under the laws of the State of New York, the maturity thereof shall be extended to the next succeeding business day.

In Witness Whereof, Tennessee Ravenwood Properties, Inc. has caused this Note to be signed in its name by its President or a Vice President and by its Treasurer or an Assistant Treasurer.

Dated, March , 1964

Tennessee Ravenwood Properties, Inc.

By ____________________
President

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Treasurer