NUMBER 26138.
RECORDED MARCH 12TH 1928.

MARY W.BASS ET ALB. TO DEED
TRUSTEES OF GALILEE BAPTIST CHURCH.

Steger-Miller

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED AND NINETY TWO DOLLARS of which FIFTY DOLLARS has been paid in cash by REV. CHAS. A. BARNETT , JAMES LILLARD, THOS JOHNSON, the receipt of which is hereby acknowledged, and for the remainder AND CASSIE W.MARTIN IN THEIR JOINT CAPACTIY AS TRUSTEES FOR GALILEE BAPTIST CHURCH. THREE HUNDRED AND FORTY TWO. DOLLARS the said REV. CHAS. A. BARNETT ,JAMES LILLIARD, THOS JOHNSON,AND CASSIE W.MARTIN IN THEIR JOINT CAPACITY AS TRUSTEE FOR GALILEE BAPTIST CHURCH , HAVE EXECURED TO THE ORDER OF MARY W.BASS SIXTY SEVEN. (67) MONTHLY NOTES FOR THE SUM OF FIVE (5.00) DOLLARS EACH ,AND ONE (1) NOTE FOR THE SUM OF SEVEN (7) DOLLARS .

THE FIRST OF SAID NOTES FALLING DUE ONE MONTH AFTER DATE OF THIS INSTRUMENT AND THE REMAINING NOTES MONTHLY CONSECUTIVELY THEREAFTER.

THE LAST NOTE BEING FOR THE SUM OF SEVEN (7) DOLLARS.

Attest: [illegible] DEPUTY REGISTER

1925

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, MARY W.BASS (A WIDOW) MARY BASS COLE AND HUSBAND W.R.COLE AND JENNIE BASS ALLISON (A WIDOW) have this day bargained and sold, and do hereby transfer and convey, unto the said REV. CHAS.A.BARNETT ,JAMES LILLIARD THOS.JOHNSON AND CASSIE W.MARTIN IN THEIR JOINT CAPACITY AS TRUSTEES FOR GALILEE BAPTIST CHURCH THEIR SUCCESSORS AND ASSIGNS CERTAIN REAL ESTATE IN DAVIDSON COUNTY ,TENNESSEE, AS FOLLWS;

PART OF LOT NO. 16 ON THE PEAN OF HABDING LYTLE TRACT ,AS OF RECORD ON BOOK NO. 21 PAGE 102 REGISTERS OFFICE FOR DAVIDSON COUNTY , TENNESSEE, DESCRIBED AS FOLLOWS;

BEGINNING ON THE SOUTHERLY MARGIN OF HERMAN STREET AT THE N.E.CORNER OF A PART OF SAID LOT CONVEYED BY MARY W.BASS ET AL. TO SPENCER WILLIAM BLAKE JR. AND WIFE BY DEED OF RECORD IN BOOK 725 PAGE 273, SAID REGISIERS OFFICE , BEING 209 FEET EASTERLY FROM THE EASTERLY MARGIN OF TWENTY FIRST AVENUE NORTH , FROMERLY TWEED STREET; THENCE WITH THE SOUTHERLY MARGIN OF HERMAN STREET ,EASTERLY 56 FEET; THENCE SOUTHERLY AND PARALLEL WITH BLAKES EAST LINE 166 FEET .4 INCHES MORE OR LESS , TO THE CENTER OF AN ALLEY; THENCE WITH THE CENTER OF SAID ALLEY WESTERLY 56 FEET TO SAID BLAKES S.E. CORNER; THENCE WITH SAID BLAKES EASTERLY LINE NORTHERLY 166 FEET , 4 INCHES MORE OR LESS ,TO THE BEGINNING.

FOR TITLE TO THE WITHIN CONVEYED PROPERTY SEE DEED FROM W.G.BUSH AND WIFE A.A.BUSH TO JNO.M.BASS AS OF RECORD IN BOOK NO. 92 PAGE 211 IN THE REGISTERS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE; AND WILL OF JNO.M.BASS DEC'D AS OF RECORD IN WILL BOOK NO. 39 PAGE 632 COUNTY COURT CLERKS OFFICE FOR DAVIDSON COUNTY ,TENNESSEE.

WE FOR # REV. CHAS.A.BARNETT , JAMES LILLARD THOS. JOHNSON AND CASSIE W.MARTIN IN THEIR JOINT CAPACITY AS TRUSTEES OF GALILEE BAPTIST CHURCH AND ASSIGNS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said REV. CHAS.A.BARNETT ,JAMES LILLARD, THOS JOHNSON AND CASSIE W.MARTIN AS TRUSTEES FOR GALILEE BAPTIST CHURCH ,AND THEIR SUCCESSORS IN TRUST WITH FULL POWER IN SAID TRUSTEES AND THEIR SUCCESSORS , TO RECIVE AND HOLD SAID PROPERTY FOR CHURCH OR OTHER RELIGIOUS PURPOSES, AND IN THE DISCRETION OF SAID TRUSTEES AND THEIR SUCCESSORS IN OFFICE TO SELL ,MORTGAGE OR CONVEY SAID PROPERTY WITHOUT THE NECESSITY OF ANY CONSENT OR JOINDER ON THE PART OF ANY BENEFICARY OF SAID TRUST. A DEED FROM SAID TRUSTEES OR THEIR SUCCESSORS CONVEYING A GOOD TITLE IN FEE SIMPLE TO SAID PROPERTY TO AND PURCHASER OR MORTAGEE, 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 against the lawful claims of all persons. 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 TRUSTEE AS ABOVE

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary costly proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said REV. CHAS. A. BARNETT ,JAMES LILLARD , THOS JOHNSON AND CASSIE W.MARTIN IN THEIR JOINT CAPACITY AS TRUSTEES OF GALLILEE BAPTIST CHURCH. do hereby transfer and convey unto A.M.HAGAN. , Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

JOINT CAPACTIY AS TRUSTEES OF GALILEE BAPTIST CHURCH.

REV. CHAS A.BARNETT said JAMES LILLARD , THOS JOHNSON AND CASSIE W. MARTIN IN THEIR, do hereby 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 at least the sum of $_____ until the notes herein secured are 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 and holder of notes, as his interest may appear.

WE further agrees to keep the improvements on said property in good repair and preservation, and to pay all taxes and and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest from the date of such payment.

Now, if WE , the said REV. CHAS A.BARNETT, JAMES LILLARD , THOS. JOHNSON AND CASSIE W.MARTIN AS TRUSTEES AS AFORESAID. , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, 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 notes, or any of said notes, then past due and unpaid, all remaining unpaid notes 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 south door of the Courthouse in said county to the highest bidder, for cash, at public outery, 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 conveyence.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree 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 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 notes 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 REV, CHAS A.BARNETT , JAMES LILLARD ,THOS JOHNSON AND CASSIE W. representatives or assigns. MARTIN TRUSTEES AND THEIR SUCCESSORS IN TRUST.

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 lien notes, or if more than one, then the first-matured-unpaid note, 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 A.M.HAGAN. Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said MARY W.BASS , MARY BASS COLE AND HUSBAND W.R.COLE AND JENNIE BASS ALLISON AND REV.CHAS.A.BARNETT , JAMES LILLARD ,THOS. JOHNSON AND CASSIE W.MARTIN TRUSTEES , hereunto set our hands at NASHVILLE , Tennessee, this the 10TH day of FEBRUARY , 1928.

REV.CHAS.A.BARNETT.
JAMES LILLARD.
THOMAS JOHNSON.
CASSIE W.MARTIN.
TRUSTEES FOR GALLILEE BAPTIST. CHURCH.

MARY W.BASS.
MARY BASS COLE.
W.R.COLE.
JENNIE BASS ALLISON.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF KENTUCKY JEFFERSON COUNTY.

Personally appeared before me, C.W.SHAFT , a Notary Public in and for said County and State, the within-named MARY W.BASS , MARY BASS COLE ,W.R.COLE AND JENNIE BASS ALLISON. the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARY BASS COLE , WIFE of the said W.R.COLE having appeared before me privately and apart from HER husband , the said W.R.COLE , acknowledged the execution of the said instrument to have been done by HER, freely, voluntarily, and understandingly, without compulsion or constraint from HER, said husband , and for the purposes therein expressed.

Witness my hand and official seal at LOUISVILLE ,KENTUCKY. THIS 29TH. day of FEB. , 1928.

My commission expires on the 7TH day of JUNE. , 1930. (Seal) C.W.SHAFT.
Notary Public.

STATE OF TENNESSEE.
DAVIDSON COUNTY .

PERSONALLY APPEARED BEFORE ME WILLIAM R.HAGAN, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED BARGAINORS REV.CHAS.A.BARNETT , JAMES LILLARD , THOMAS JOHNSON AND CASSIE W.MARTIN , TRUSTEES FOR GALILEE BAPTIST CHURCH WITH WHOM I AM PERSONALLY ACQUAINTED ,AND WHO ACKNOWLEDGED THAT THEY EXECUTED THE WOTHIN INSTRUMENT FOR THE PURPOSES THEIREIN CONTAINED.

WITMESS MY HAND AND OFFICIAL SEAL ,THIS 6TH DAY OF MARCH 1928.
WILLIAM R.HAGAN.
NOTARY PUBLIC.
MY COMMISSION EXPIRES OCTOBER,7, 1929.

RECEIVED MARCH.6TH 1928. AT 3.56 A.M.