NUMBER 29335 RECORDED JUNE 9,1933 A.J. PARDUE TO J.B. BROWN, N.G. COLLEY,ET AL, TRS

V. J.A.E.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of ($4,500.00) FORTY-FIVE HUNDRED AND NO/100 DOLLARS of which ($500.00) FIVE HUNDRED AND NO/100 DOLLARS has been paid in cash by J.B.BRUWN, N.G. COLLEY AND J.C.TULEY,TRUSTEES OF THE JACKSON PARK CHURCH OF CHR.ST, receipt of which is hereby acknowledged, and for the remainder $4,000.00 FOUR THOUSAND AND NO/100 DOLLARS

the said J.B. BROWN ,N.G. COLLEY AND J.C. TULEY, TRUSTEES OF THE JACKSON PARK CHURCH OF CHRIST HAVE EXECUTED THEIR (35) THIRTY-FIVE PROMISSORY NOTES OF EVEN DATE HEREWITH,EACH FOR $50.00, ALL PAYABLE TO THE ORDER OF A.J. PARDUE, ALL BEARING SIX PER CENT INTEREST FROM DATE, THE FIRST BECOMING DUE ONE MONTH AFTER DATE AND ONE EACH ON THE CORRESPONDING DAY OF EACH CONSECUTIVE MONTH THEREAFTER -THE REMAINING $2,250.00 OF CONSIDERATION IS TO BE PAID THREE YEARS AFTER DATE, AND IS EVIDENCED BY ONE PROMISSORY NOTE FOR $2,250.00 OF EVEN DATE, TO ORDER OF A.J.PARDUE, MADE BY SAID J.B. BROWN, N.G. COLLEY,AND J.C. TULEY, TRUSTEES OF JACKSON PARK CHURCH OF CHRIST, DUE THREE YEARS AFTER DATE WITH INTEREST AT SIX PER CENT PER ANNUM, SAID INTEREST TO BE PAID SEMI- ANNUALLY- ALL NOTES ARE MADE PAYABLE ON OR BEFORE MATURING DATES - AND ARE ENDORSED BY THE FOLOWING MEMBERS OF SAID JACKSON PARK CHURCH OF CHRIST, VIZ: F.B. BINKLEY, J.B. BROWN, W.J. CLARK, N.G. COLLEY, W.B. CUMER, A.B. LIPHANT, W.A. SCOTT, H.L. STEPHENS, J.C. TULEY, AND T.J.WARDEN-

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed

I A.J.PARDUE, AN UNMARRIED MAN,

have this day bargained and sold, and do hereby transfer and convey, unto the said J.B. BROWN, N.G. COLLEY & J.C.TULEY,TRS OF THE JACKSON PARK CHURCH OF CHRIST,THEIR SUCCESSORS AND ASSIGNS, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING IN THE ELEVENTH DISTRICT AND THE PROPERTY MARKED " SOLD TO FRED TYRELL" ON THE MAP OF GEORGE BURRUS' SUBDIVISION OF LOTS NUMBER 61 OF MAPLEWOOD HOME TRACT AS NOW OF RECORD IN BOOK 421, PAGE 178, IN THE REGISTER'S OFFICE FOR SAID DAVIDSON COUNTY,TENNESSEE SAID LOT BEGINS AT THE NORTHWEST CORNER OF VIRGINIA ST AND GALLATIN ROAD- SAID CORNER BEING THE SOUTHEAST CORNER OF SAID LOT HEREIN CONVEYED -RUNNING THENCE NORTHWARDLY AND ALONG THE WESTERLY MARGIN OF GALLATIN ROAD (210) TWO HUNDRED AND TEN FEET TO THE SOUTHERLY MARGIN OF A 25- FOOT STRIP SET ASIDE FOR THE SOUTHERLY MARGIN OF SAID 25-FOOT STRIP (210) TWO HUNDRED AND TEN FEET TO A POINT IN THE EASTERLY MARGIN OF LOT NUMBER 39 OF SAID SUBDIVISION- WHICH SAID POINT IS TWENTY-FIVE FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT NUMBER 39- THENCE SOUTHERLY AND ALONG THE EASTERLY MARGIN OF SAID LOT NO.39 (210) TWO HUNDRED AND TEN FEET TO A POINT IN THE NORTHERLY MARGIN OF SAID VIRGINIA STREET, WHICH SAID POINT IS THE SOUTHWEST CORNER OF LOT HEREIN CONVEYED- THENCE EASTWARDLY AND ALONG THE NORTHERLY MARGIN OF SAID VIRGINIA STREET (210) TWO HUNDRED AND TEN FEET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY HERETOFORE CONVEYED TO A.J. PARDUE AND WIFE, BETTIE PARDUE, (NOW DECEASED) AND TO THE SURVIVOR THEREOF, HIS OR HER, THEIR HEIRS AND ASSIGNS BY DELLA E. TYRBELL AND HUSBAND ,FRED D. TYRRELL, BY DEED OF JANUARY 6,1925, NOW OF RECORD IN BOOK 670 PAGE 28, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY,TENNESSEE.

THE FOLLOWING CLAUSE IS INSERTED AT THE REQUEST OF THE PURCHASERS OF THE WITHIN DESCRIBED LOT- IT IS THE OBJECT OF THOSE BUILDING THIS HOUSE TO ENCOURAGE AND BUILD UP CHURCHES THAT WILL IN ALL WORK AND WORSHIP USE ONLY WHAT IS ORDERED AND REQUIRED IN THE NEW TESTAMENT, REJECTING ALL THE INVENTIONS AND DEVISES OF MEN, SUCH AS THE USE OF THE ORGAN AND OTHER INSTRUMENTS OF MUSIC IN CONNECTION WITH THE WORSHIP AND OF ANY SOCIETIES OTHER THAN THE CHURCH OF CHRIST IN CARRYING OUT THE WORK OF GOD. IN THE EVENT OF ANY DIVISION ARISING OVER THESE OR OTHER QUESTIONS THAT MAY COME UP, THE TITLE OF THIS PROPERTY INHERES TO THOSE, WHETHER A MAJORITY OR MINORITY, WHO MOST RIGIDLY ADHERE TO THE REQUIREMENTS OF THE NEW TESTAMENT.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the same in full. This ... day of ... 1936

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said J.B. BROWN, N.G. COLLEY & J.C. TULEY, TRUSTEES OF THE JACKSON PARK CHURCH OF CHRIST, THEIR SUCCESSORS AND ASSIGNS, FOREVER. heirs and assigns, forever) I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

EXCEPT FOR 1933 TAXES WHICH CONVEYEES ASSUME AND AGREE TO PAY.

I further covenant and bind MYSELF MY heirs and representatives, to warrant and forever defend the title to said real estate to said J.B.BROWN, N.G. COLLEY & J.C. TULEY,TRS OF THE JACKSON PARK CHURCH OF CHRIST, 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 notes, and rendering unnecessary court 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 J.B. BROWN, N.G. COLLEY AND J.C.TULEY,TRUSTEES OF THE JACKSON PARK CHURCH OF CHRIST

do hereby transfer and convey unto W.RUFUS PARDUE, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said J.B. BROWN, N.G. COLLEY & J.C. TULEY,TRUSTEES, ETC, 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 $ 3,000.00 AND TO CARRY $2500.00 WINDSTORM DAMAGE POLICY UNTIL 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 said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes 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 therein, the same to bear interest from the date of such payment.

Now, if WE, the said J.B. BROWN, N.G. COLLEY & J.C. TULEY,TRUSTEES, ETC. , 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 one 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 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.

WE agree that the Trustee may, at any time after default in the 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 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 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 J.B. BROWN, N.G. COLLEY & J.C. TULEY,TRUSTEES ETC THEIR representatives or assigns. SUCCESSORS, 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 lien notes, or if more than one, then of the first-maturing 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 W.RUFUS PARDUE 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 or settlement in relation to his trusteeship.

In Witness Whereof, We, the said A.J. PARDUE AND J.B. BROWN, N.G. COLLEY, & J.C. TULEY,TRUSTEES OF JACKSON PARK CHURCH OF CHRIST, hereunto set our hands and seal at NASHVILLE, Tennessee, this the 5TH day of JUNE, 1933.

A.J. PARDUE
J.B.BROWN
N.G.COLLEY
J.C. TULEY
(TRS OF JACKSON PARK CHURCH OF CHRIST)

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, J.L.COOKSEY, a Notary Public in and for said County and State, the within named J.B. BROWN, N.G. COLLEY AND J.C.TULEY, TRUSTEES OF JACKSON PARK CHURCH OF CHRIST, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

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

Witness my hand and official seal at NASHVILLE, Tennessee, this 7TH day of JUNE, 1933.

My commission expires APRIL 7TH,1936 (Seal) J.L.COOKSEY
Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY
PERSONALLY APPEARED BEFORE ME, J.L. COOKSEY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ,THE WITHIN NAMED A.J.PARDUE, AN UNMARRIED MAN, THE BARGAINOR, WITH WHOM I AM PERSONALLY ACQUAINTED ,AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.
WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE TENNESSEE, 6TH DAY OF JUNE ,1933.
COM.EXPIRES APRIL 7TH,1936 (SEAL) J.L.COOKSEY

U.S.R.S. $4.50

REC'D JUNE 8,1933 AT 11:55 A.M.

95833 MARSHALL & BRUCE CO. NASHVILLE