 NUMBER 40216 RECORDED MAY 3RD, 1934, TRUSTEES OF METHODIST EPISCOPAL CHURCH TO TRUSTEES OF MAURY STREET CHURCH OF CHRIST.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of EIGHTEEN HUNDRED AND NO/100 ($1800.00) DOLLARS of which FOUR HUNDRED AND NO/100 ($400.00) DOLLARS has been paid in cash by WITHIN NAMED TRUSTEES OF MAURY STREET CHURCH OF CHRIST, receipt of which is hereby acknowledged, and for the remainder FOURTEEN HUNDRED AND NO/100 ($1400.00) DOLLARS the said TRUSTEES OF MAURY STREET CHURCH OF CHRIST HAVE EXECUTED AND DELIVERED THEIR TWENTY ONE NOTES ALL DATED MAY 1ST, 1934, PAYABLE TO THE ORDER OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH THE FIRST ONE OF SAID NOTES BEING FOR TWENTY- SEVEN AND NO/100 ($27.00) DOLLARS ,AND EACH SUCCEEDING NOTE BEING FOR TEN CENTS LESS THAN THE NOTE WHICH IT FOLLOWS, EXCEPT THE LAST NOTE, WHICH IS ONE THOUSAND AND NO/100 ($1000.00) DOLLARS, SAID NOTES BEING DUE RESPECTIVELY ON THE FIRST DAY OF THE TWENTY ONE MONTHS IMMEDIATELY FOLLOWING DATE, AND BEARING NO INTEREST EXCEPT AFTER MATURITY, AND IF ANY NOTE IS PAID BEFORE MATURITY IT SHALL BE DISCOUNTED AT THE RATE OF TEN CENT PER MONTH FOR THE UNEXPIRED TERM, PROVIDED THE NOTES ARE PAID IN THE ORDER OF THEIR MATURITY INTEREST AT THE RATE OF 6% HAVING BEEN COMPUTED ON THE WHOLE AMOUNT AND ADDED INTO THE FACE OF THE MONTHLY NOTES, MAKING THE FIRST NOTE $27.00 AND DECREASING 10¢ EACH MONTH THEREAFTER;

MATURITY

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's fees, a lien is expressly retained on the land herein conveyed C. E. JOHNSON, WM COPELAND, F. E. WINSTEAD, S. D. REED, J.B. BULLINGTON, ALBERT ROBERTS, GEORGE H. PEAKES, W. P. RIDLEY AND LUCIUS GRAY, CONSTITUTING ALL THE TRUSTEES OF THE METHODIST EPISCOAPL CHURCH have this day bargained and sold, and do hereby transfer and convey, unto the said P. H. BLACK, ROBERT E. CAMPBELL, J. W. FRIERSON SHELLEY POWELL, J.M. HOLMAN, L.C. JOHNSON NATHANIEL INGLE, J.H. HUGHES, MILTON MCCLAIN TRUSTEES OF MAURY STREET CHURCH OF CHRIST AND THEIR SUCCESSORS IN OFFICE. ~~heirs and assigns~~, certain real estate in Davidson County, Tennessee, as follows:

BEING PART OF KOCSIS PROPERTY IN SOUTH NASHVILLE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF GREEN, FORMERLY LEIGH STREET AND FAIRFIELD AVENUE THENCE WITH THE SOUTHERLY MARGIN OF SAID STREET WESTERLY 50 FEET ; THENCE SOUTHERLY PARALLEL WITH SAID AVENUE 165 FEET TO THE NORTHERLY MARGIN OF AN ALLEY; THENCE WITH SAID ALLEY EASTERLY 50 FEET TO THE WESTERLY MARGIN OF FAIRFIELD AVENUE, THENCE WITH THE WESTERLY MARGIN OF SAID AVENUE NORTHERLY 165 FEET TO THE BEGINNING. BEING THE SAME PROPERTY CONVEYED TO TRUSTEES OF METHODIST EPISCOPAL CHURCH BY DEED FROM WILSON SHELBY ET AL, OF RECORD IN BOOK 72, PAGE 371, R.O.D.C. TENN. TO WHICH REFERENCE IS HERE MADE. THIS CONVEYANCE IS MADE PURSUANT TO RESOLUTIONS PROPERLY PRESENTED BEFORE THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH AND THE TRUSTEES OF THE MAURY STREET CHURCH OF CHRIST, AND PASSED BY THE UNANIMOUS VOTE OF EACH OF THOSE TWO BODIES.

I declare that I am the true and lawful holder of the ~~within~~ note secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge the lien to secure the same. This 2nd day of May 1936

Attest: W. D. Hawkins, DEPUTY REGISTER

street

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said TRUSTEES OF MAURY CHURCH OF CHRIST THEIR SUCCESSORS IN OFFICE. ~~heirs~~ and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR SUCCESSORS IN OFFICE, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said TRUSTEES OF MAURY STREET CHURCH OF CHRIST THEIR SUCCESSORS IN OFFICE ~~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 P.H. BLACK, ROBERT E. CAMPBELL, J. W. FRIERSON, SHELLEY POWELL, J.M. HOLMAN, L.C. JOHNSON NATHANIEL INGLE, J.H. HUGHES, AND MILTON MCCLAIN TRUSTEES OF MAURY STREET CHURCH OF CHRIST. do hereby transfer and convey unto ELMER LAWRENCE., Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said TRUSTEES OF MAURY STREET CHURCH OF CHRIST., 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 $ 1000.00 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 TRUSTEES OF MAURY STREET CHRUCH OF CHRIST, 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, OR IF 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 outcery, 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 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 TRUSTEES OF MAURY STREET CHURCH OF CHRIST THEIR REPRESENTATIVES ~~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 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 ELMER LAWRENCE, 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 GEORGE H. PEAKES, W. P. RIDLEY AND LUCIUS GRAY CONSTITUTING ALL THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH, AND P. H. BLACK, ROBERT E. CAMPBELL, J.W. FRIERSON SHELLEY POWELL, J.M. HOLMAN, L. C. JOHNSON NATHANIEL INGLE, J.H. HUGHES AND MILTON MCCLAIN CONSTITUTING ALL THE TRUSTEES OF THE MAURY STREET CHURCH OF CHRIST, ~~and~~, hereunto set our hands at NASHVILLE, Tennessee, this the 1ST. day of MAY, 1934.

C. E. JOHNSON, WM COPELAND, F. E. WINSTEAD, J.B. BULLINGTON, ALBERT ROBERTS, GEORGE H. PEAKES, LUCIUS GRAY, W. P. RIDLEY, TRUSTEES OF METHODIST EPISCOPAL CHURCH

S. D. REED.

P. H. BLACK, ROBERT E. CAMPBELL, J. W. FRIERSON, J.M. HOLMAN, SHELLEY POWELL, NATHANIEL INGLE, L. C. JOHNSON, J.H. HUGHES, MILTON MCCLAIN, TRUSTEES OF MAURY STREET CHURCH OF CHRIST.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, DOROTHEA E. WILLIAMS, a Notary Public in and for said County and State, the within named C. E. JOHNSON, WM COPELAND, F. E. WINSTEAD, S. D. REED, J. B. BULLINGTON, ALBERT ROBERTS, GEORGE H. PEAKES, W. P. RIDLEY, AND LUCIUS GRAY, TRUSTEES OF THE METHODIST EPISCOAPL CHURCH AND P. H. BLACK, ROBERT E. CAMPBELL, SHELLEY POWELL, J. W. FRIERSON, ~~the bargainor~~, ~~with whom I am personally acquainted, and who acknowledged that~~ ~~executed the within instrument for the purposes therein contained.~~ J. M. HOLMAN, L. C. JOHNSON NATHANIEL INGLE, J.H. HUGHES AND MELTON MCCLAIN

And TRUSTEES OF THE MAURY STREET CHRUCH OF CHRIST., ~~of the said~~ THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

~~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 1ST day of MAY, 1934

My commission expires 1/21 / 35

(Seal) DOROTHEA E. WILLIAMS, Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY.

PERSONALLY APPEAREDBEFORE ME W. D. HAWKINS, JR. A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE THE WITHIN NAMED C. E. JOHNSON WM. COPELAND, F. E. WINSTEAD, J.B. BULLINGTON ALBERT ROBERTS, GEORGE H. PEAKES, LUCIUS GRAY, W. P. RIDLEY, TRUSTEES, METHODIST EPISCOPAL CHURCH. THE BARGAINORS WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO ACKNOWLEDGE THAT THEY EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 1ST. DAY OF MAY 1934

(SEAL) W. D. HAWKINS, JR.,

MY COMMISSION EXPIRES OCT. 17, 1934

REC'D MAY 2ND, 1934 AT 3:00 P.M.

7405 MARSHALL & BRUCE CO. NASHVILLE