WE , the said JOHN D. BARNETTE AND WIFE, IMA E. BARNETTE , 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 $ 2,000.00 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 JOHN D. BARNETTE AND WIFE, IMA E. BARNETTE , 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 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 JOHN D. BARNETTE, ET UX 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 R. WALKER SMITH 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 OSCAR C. CLEMMONS AND WIFE, MARTHA J.CLEMMONS and JOHN D. BARNETTE AND WIFE, IMA E. BARNETTE, , hereunto set our hands at NASHVILLE , Tennessee, this the 5TH day of JULY , 19 45.

OSCAR C. CLEMMONS
MARTHA J.CLEMMONS
JOHN D.BARNETTE
IMA E. BARNETTE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, MARY C. MAMMARELLI , a Notary Public in and for said County and State, the within named OSCAR C. CLEMMONS AND WIFE, MARTHA J.CLEMMONS AND JOHN D. BARNETTE AND WIFE, IMA E. BARNETTE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And Z , 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 XX 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 5TH day of JULY 19 45.

My commission expires JULY 9, 1945

(Seal) MARY C.MAMMARELLI
Notary Public.

U.S.R.S.$2.20
REC'D JUL 9, 1945 AT 10:43 A.M.
CM

NUMBER 29776 RECORDED JULY 10, 1945 MOREAU P.ESTES, JR & WIFE TO RIVERSIDE BAPTIST CHURCH

INSTALLMENT DEED

Book No. 1324

FOR AND IN CONSIDERATION of the sum of $2,000.00, TWO THOUSAND AND NO/100 DOLLARS

of which FIVE HUNDRED AND NO/100 ($500.00) DOLLARS has been paid in cash by RIVERSIDE BAPTIST CHURCH, , the receipt of which is hereby acknowledged, and for the remainder ($1,500.00, ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS the said RIVERSIDE BAPTIST CHURCH, A CORPORATION ACTING WITHOUT SEAL, HAS EXECUTED ONE NOTE FOR $1500.00, OF EVEN DATE HEREWITH, PAYABLE TO MOREAU P.ESTES. JR. AND PAYABLE IN MONTHLY INSTALLMENTS OF $25.00 EACH, BEGINNING JUNE 10,1945 AND MONTHLY THEREAFTER, WITH INTEREST AT 6% PER ANNUM PAYABLE MONTHLY.

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

WE, MOREAU P.ESTES, JR AND WIFE, BERTHA LEWIS ESTES,

have this day bargained and sold, and do hereby transfer and convey, unto the said RIVERSIDE BAPTIST CHURCH, ITS SUCCESSORS and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS NOS.1 AND 2 ON THE MAP OF PORTER ROAD SUBDIVISION OF LOTS NOS.2 TO 7 INCLUSIVE OF THE SHINKLE SUBDIVISION, OF RECORD IN BOOK 843, PAGE 38, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOTS NOS.1 AND 2 ADJOIN AND FRONT TOGETHER 101 FEET ON THE WEST SIDE OF RIVERSIDE BOULEVARD AND RUN BACK BETWEEN LINES 177 FEET ON THE NORTH LINE OF LOT NO.2 AND 200 FEET ON THE SOUTH LINE OF LOT NO.1, ALONG THE NORTH MARGIN OF PORTER ROAD, TO THE EAST LINE OF LOT NO.25 AND MEASURE 146 FEET THEREON.

BEING PART OF THE PROPERTY CONVEYED TO MOREAU P.ESTES, JR BY DEED FROM NASHVILLE DEVELOPMENT COMPANY, OF RECORD IN BOOK 1217 PAGE 135, SAID REGISTER'S OFFICE.

THERE IS ALSO INCLUDED IN THE ABOVE CONVEYANCE ONE WATER TAP WHICH IS HEREBY GRANTED TO THE GRANTEE HEREIN.

IT IS DISTINCTLY UNDERSTOOD AND AGREED BY AND BETWEEN ALL PARTIES HERETO THAT THE ABOVE DESCRIBED PROPERTY IS TO BE USED FOR CHURCH PURPOSES, AND IN THE EVENT THAT NO CHURCH IS ERECTED ON THE PROPERTY HEREIN CONVEYED AND IT IS OFFERED FOR SALE, THEN IT SHALL BE FIRST OFFERED FOR SALE TO MOREAU P.ESTES, JR., HIS HEIRS OR ASSIGNS, AN IT WILL BE NECESSARY FOR THE SAID MOREAU P.ESTES, JR., OR HIS HEIRS OR ASSIGNS TO JOIN IN ANY INSTRUMENT CONVEYING THE ABOVE PROPERTY, SAVE AND EXCEPT TO THE SAID MOREAU P.ESTES. JR., HIS HEIRS OR ASSIGNS.
IT IS FURTHER AGREED THAT THE PRICE AT WHICH SAID PROPERTY WILL BE OFFERED TO SAID MOREAU P.ESTES, JR AS ABOVE IS $2000.00.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said RIVERSIDE BAPTIST CHURCH, ITS SUCCESSORS 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 heirs and representatives, to warrant and forever defend the title to said real estate to said RIVERSIDE BAPTIST CHURCH, ITS SUCCESSORS 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 IT in hand paid - , the said RIVERSIDE BAPTIST CHURCH, A CORPORATION DOES ACTING WITHOUT SEAL do hereby transfer and convey unto C.H.BRILEY, JR , 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.