K 2652

INSTALLMENT DEED

For and in Consideration of the sum of Ten Thousand Five Hundred--------

----------($10,500.00)---------- Dollars,

of which Two Thousand----------($2,000.00)---------- Dollars,

has been paid in cash by E.F.Hagewood, Sr., Robert Dixon, Edward Clifton, Robert F.Warren, Jr. & Walter Culbertson, Trustees of the Church of Christ at Tusculum the receipt of which is hereby acknowledged, and for the remainder of Eight Thousand Five Hundred----------($8,500.00)---------- Dollars,

the said Trustees of the said Church of Christ at Tusculum have executed their note for that amount due in monthly installments of $199.67 each. Out of each payment the interest will be deducted and the balance applied on principal.

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, Crosby Land Company, a Tennessee Corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said Trustees of the Church of Christ at Tusculum, their successors ~~heirs~~ and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 202 and a tract marked "Tract "A", Reserved for Commercial," as shown on the plan of Fairlane Park, Section III, of record in Book 2331, pages 145 and 146, Register's Office for said County, and described as follows:

Beginning at a concrete monument in the easterly margin of Nolensville Road at the northwest corner of the Adam J. Strasser Property shown on said plan being the southwest corner of Tract "A"; thence with the margin of said road north 10° west 16.5 feet to a concrete monument at the beginning of a curve; thence around said curve northeasterly 39.3 feet to the south margin of Fairlane Drive; thence with the margin of said Drive in an easterly direction as it meanders and as shown on said plan 511.2 feet to a corner of Tract "A"and Lot 202, continuing with the margin of Fairlane Drive, easterly 147 feet to the corner of Lots 202 and 203; thence with the line between said lots southerly 147.9 feet to a corner of Lot 204; thence with the line between Lots 202 and 204 and along the south line of Tract "A", southwesterly 162.1 feet to a corner of the Strasser Property; thence with Strasser's north line south 80° west 500.7 feet to the point of beginning.

Being part of the property conveyed to Crosby Land Company, by deed from Adam J. Strasser and wife, of record in Book 2546, page 279, said Register's Office.

As a further consideration, it is agreed by all concerned that those purchasing this property and who may erect any church buildings thereon, will, in their work and worship, use only what is ordered or required in the New Testament, either by (1) direct comman, or (2) approved inspired examples or (3) necessary inference, rejecting all the inventions and devices of men, such as the use of mechanical 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, and to restrict its use against false teachers or those who advocate the theories of premillennialism, modernism or any other speculative teachings which are or may be causing and disturbing the peace of churches of Christ. In the event any division arising over these or any other questions which may come up, the title to this property inheres to those, whether a majority or a minority, who adhere to the requirements set forth in this deed.

In the event of an authorized sale or foreclosure in the herein described property, it is hereby expressly understood that these restrictions are not to run with the land, nor to be construed as a forefeiture of title clause in the event ov violation, or to be construed as a reverter clause.

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