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INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

FOR AND IN CONSIDERATION OF the sum of $33,000.00
THIRTY THREE THOUSAND AND NO/100 -- DOLLARS
of which $ 9,900.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed its one note of even date herewith, payable to the grantor herein, for the sum of $23,100.00, payable as follows: On January 1, 1963, the sum of $100.00 on the principal sum, together with interest at 6% per annum from date hereof; and thereafter the sum of $336.00 monthly, beginning February 1, 1963, and continuing thereafter for a total of 84 months; said payment to be applied first to payment of interest at 6% per annum on the principal amount, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full.

Privilege is reserved of paying any or all of the remaining principal after January 1, 1966.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

C.Y. ALLISON AND WIFE, UNA MILDRED ALLISON,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto B.H. MURPHY, ROBERT ADAMS, WENDELL V. CLIPP AND HOWARD YOUREE, TRUSTEES OF CHURCH OF CHRIST,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the northerly part of Lot No. 37 and the northerly part of the westerly 9 feet of Lot No. 38 on the Plan of O.F. Noel's Subdivision, not of record, and described according to a survey made by E.L. Miller, Jr., Sept. 26, 1962, as follows:

BEGINNING at the southeast corner of Granny White Pike and Grandview Avenue; thence with the south margin of Grandview Avenue, South 86° 20' East 165 feet to a post set in concrete; said point being 1 foot west of the northwest corner of Lot No. 55 on Section I, Oriental Golf Club Subdivision, as of record in Book 1424, page 10, Register's Office; thence along a fence and tree row, South 9° 52' West 233.2 feet to a corner post; thence North 81° 20' West 230.3 feet along a fence to a post set in concrete; said post being in the easterly margin of Granny White Pike; thence with the margin of said Pike, North 26° 30' East along a fence line, 229.6 feet to the beginning, containing 1 acre, more or less.

Being part of the property conveyed to C. Y. Allison and wife, Una Mildred Allison, by deed from Maude Phelps and husband, as of record in Book 975, page 99, said Register's Office.

The above described property is being conveyed subject to restrictions recorded prior to Feb. 15, 1950, in Book 296, page 343, said Register's Office.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto 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 grantees 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 insurable value 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 [illegible]