

PARCEL 8D 6/30

BOOK 3822 PAGE 497

Installment Deed

FOR AND IN CONSIDERATION of the sum of Fifty thousand dollars ($50,000) ---------- *Dollars,*

of which five thousand dollars ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Forty-five thousand ($45,000) ---------- *Dollars,*

These trustees:

J. C. GARRETT, SR., Zack Q. Myers, AND L. M. BINKLEY OF THE FIRST BAPTIST CHURCH, GOODLETTSVILLE, TENNESSEE *have* ye *executed* their note of even date made payable to M. W. Greer and wife, Dorothea Greer, which is payable five thousand dollars ($5,000) annually plus accrued interest at the rate of six per cent beginning one year from date of this instrument. It is expressly part of this consideration, however, that there will be no interest due on said note until such time as Grantors in this deed give Grantees sixty days notice of their intention to vacate the house on premises herein conveyed.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, M. W. Greer and wife, Dorothea Cooper Greer

have this day bargained and sold, and do hereby transfer and convey unto the said the Trustees, J. C. Garrett, Sr., Zack Q. Myers and L. M. Binkley, of the First Baptist Church, Goodlettsville their *(successors), heirs and assigns,*

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

TRACT NO. I: A tract of land in the 10th formerly 20th Civil District, of Davidson County, Tennessee, described according to survey made by S.M. McMurray, Engineering Company, dated May 14, 1938, as follows: BEGINNING at a stake in the westerly line of the Dickerson Road, 384.2 feet southerly from the southeasterly corner of Lot No. 6 on the Map of J.W. Harris Subdivision of the Clark Home Place of record in Book 547, page 46, Register's Office for said County, being M.W. Greer southeast corner; thence with M.W. Greer's southerly line, North 77° 40' West 900 feet to a stake, M.W. Greer's southwesterly corner; thence South 18° 50' West 25 feet to a point; thence South 77° 40' East 895.7 feet more or less to a point in the westerly margin of the Dickerson Road; thence northeastwardly with the westerly margin of said Road 25 feet to the beginning.

TRACT NO. II: Being a part of the Judge Bell Farm, situated in the 10th Civil District of Davidson County, Tennessee, about 11 miles northeast of the City of Nashville, near the town of Goodlettsville on the Dickerson Turnpike Road described according to the survey made by S.M. McMurray Engineering Company, May 4, 1930, as follows:

BEGINNING: at a stake in the westerly line of the Dickerson Road, 209.2 feet southerly from the southeasterly corner of Lot No. 6 on the map of the J. W. Harris Subdivision of the Clark Home Place, of record in Book 547, page 46, Register's Office for said County; thence North 77° 40' West 904 feet to a stake; thence South 18° 50' West 173 feet to

a stake, T. L. Greer's northwest corner; thence South 77° 40' East with T.L. Greer's northerly line, 900 feet to a stake set in the westerly margin of the Dickerson Pike or Road, T. L. Greer's northeast corner; thence northeastwardly with the westerly line of the Dickerson Road, 175 feet to the point of beginning, containing 3-1/2 acres.

BEING property conveyed to M. W. Greer and wife Dorothea Cooper Greer, by deeds from Lloyd C. Crawford and wife, of record in Book 1345, page 175, and from Lily C.Bell of record in Book 1046, page 540, both in said Register's Office.

Zack Q. Myers

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J.C.Garrett, Sr., ~~H~~xEx~~x~~J~~o~~hn~~s~~o~~n, L.M. Binkley, Trustees, First Baptist Church of Goodlettsville, Tennessee *their (successors), ~~xxx~~ 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 successors ~~xxx~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* J.C.Garrett, Sr., ~~H~~xEx~~x~~J~~o~~hn~~s~~o~~n, L.M. Binkley, Trustees of First Baptist Church, Goodlettsville, Tenn. their *(successors), ~~xxxx~~ 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said J.C. Garrett, Sr., Zack Q. Myers L.M. Binkley, Trustees of First Baptist Church of Goodlettsville, Tenn. *hereinafter referred to as trustors, hereby transfer and convey unto* L. Kenneth Johnson *, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ actual value *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 front door of the Court House 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 10th *day of* October, *19* 64

M. W. Greer

M. W. Greer

Dorothea Cooper Greer

Dorothea Cooper Greer

J. C. Garrett, Sr. - TRUSTEE

Zack O. Myers - TRUSTEE

L. M. Binkley - TRUSTEE

GOODLETTSVILLE FIRST BAPTIST CHURCH BY:

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* J. C. Garrett, Sr., Zack O. Myers, and L. M. Binkley, Trustees, First Baptist Church, Goodlettsville, Tenn. and M. W. Greer and wife, Dorothea Cooper Greer *the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Goodlettsville, *Tennessee, this* 10th *day of* October, *19* 64

NOTARY PUBLIC

Notary Public

Commission expires 1-30-66

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at.....,
this.....*day of*.....*19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am personally acquainted, and who, upon oath, acknowledged .....*self to be*.....
.....*of the*.....,
the within named bargainor, a corporation, and that .....*he as such*.....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*.....*19*.....

.....*Notary Public*

Commission expires.....

STATE TAX $ 75.00
PROBATE 50
TOTAL $ 75.50

OCT 14 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID OCT 14 1964
CT

Mail Bond to Ronald Hall

INSTALLMENT DEED

FROM

M. W. Greer and wife, Dorothea Cooper Greer

TO

J. C. Garrett, Sr., Zack. Q. Myers and L. M. Binkley, Trustees of the First Baptist Church, Goodlettsville, Tenn.

54565

Mail for Rec

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 15 10 36 AM '64

NOTES. BOOK 110 PAGE 237
RECORDING FEE $ 2.50
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE