Stat Tax Exempt to:
Bordeaux Church of Christ

INSTALLMENT DEED

Map 69-16
Par. 133
13D 91 95

FOR AND IN CONSIDERATION of the sum of Ten Thousand Dollars ($10,000.00) of which One Hundred Dollars ($100.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Nine Thousand Nine Hundred Dollars ($9,900.00), George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, Trustees of the Bordeaux Church of Christ, have executed an installment deed note to Dora Cundall Crump and husband, Jesse H. Crump, for the sum of Nine Thousand Nine Hundred Dollars ($9,900.00), payable One Hundred Dollars ($100.00) per month. If at the death of the survivor of Dora C. Crump and husband, Jesse H. Crump, the Nine Thousand Nine Hundred Dollars ($9,900.00) has not been paid, then the payment of the balance is waived. Said note is to provide for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed. I, Dora Cundall Crump, have this day bargained and sold, and do hereby transfer and convey unto the said George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, Trustees of the Bordeaux Church of Christ, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

> A tract of land in the 13th Civil District of Davidson County, Tennessee, being known as Tract No. 6 and an unnumbered tract adjacent thereto and to the south thereof on the Division of the R. W. Cundall property, and described according to a copy of a survey made by R. W. Turner Company, Engineers, April 8, 1954, as follows:

Beginning at a point in the north margin of County Hospital Road at an iron pin, north 35° 00' east 848.3 feet northeast from the margin of Old Hydes Ferry Pike, being the southwest corner of the property conveyed to the Trustees for the Bordeaux Church of Christ, by deed from Dora C. Crump, et al, of record in book 2747, page 139, Register's Office for said County; thence along their westerly line following a wire fence north 55° 44' west 235 feet to their northwest corner, the southwest corner of Tract No. 2 and the southeast corner of Tract No. 3, being an iron pin; thence south 34° 12' west 120 feet with the southerly margin of Tract No. 3, to an iron pin, the northeast corner of Tract No. 4; thence south 55° 44' east 235 feet with the easterly line of Tract No. 4 to an iron pin in the north margin of County Hospital Road; thence with the north margin of said Road north 35° 00' east 120 feet to the point of beginning.

Said property was devised to Dora Minnie Cundall by will of Dora Johanna Cundall, deceased, dated November 15, 1951, probated August 28, 1953, and recorded in Will Book 66, page 438, County Court for said County, and conveyed to her by deed from Ned Lentz, Executor, dated June 23, 1954, filed July 15, 1954, and recorded in book 2290, page 339, Register's Office for said County.

subject to a life estate in Dora Cundall Crump, except the grantee may proceed to tear down an old barn on the westerly 50 feet of the property conveyed and use said area for a parking lot. Grantee assumes all costs incidental to the preparation and filing of the deed and also agrees to pay all property taxes from 1965 forward.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, Trustees of the Bordeaux Church of Christ, their successors and assigns forever. I covenant that

I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for 1965 taxes. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, Trustees of the Bordeaux Church of Christ, their 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 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 ($1.00) paid in cash, receipt of which is acknowledged, the said George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, Trustees of the Bordeaux Church of Christ, hereinafter referred to as Trustors, hereby transfer and convey unto R. W. Jenkins, Trustee, his successors and assigns, the real estate herebefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors 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.

Now, if Trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, 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, failing 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 (30) 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 (20) days' notice by three (3) 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.

By the acceptance and recording of this instrument, the grantees bind themselves to the following:

More effectually to assure and guarantee the use of the property herein conveyed to the ends and purposes for which this conveyance is made, the following stipulations are attached to this conveyance as a part hereof, and the breach of any one of such stipulations shall authorize any member of the Church of Christ to bring suit to require compliance therewith:

1. No mechanical musical instrument shall be used in services of worship.

2. No society or agency, other than the congregation of the Bordeaux Church of Christ, functioning through its Elders, shall be employed to perform the work and function of the Church, and such restriction shall be held to include missionary societies and other special groups, assuming to act under the authority of the congregation of the Bordeaux Church of Christ.

3. No person undertaking to teach the doctrine

commonly known as premillennialism shall be permitted to use the property hereinabove conveyed for the furtherance of said doctrine.

4. No practices of worship which do not strictly adhere to the teachings of the New Testament shall be permitted upon the premises hereinabove conveyed.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 17 day of MARCH, 1965.

Dora Cundall Crump

Dora Cundall Crump
X his mark (by K.W. JENNINGS)
Jesse H. Crump

Jesse H. Crump

George Sinor

George Sinor

E. J. Davidson

E. J. Davidson

George Jones

George Jones

Glen Jones

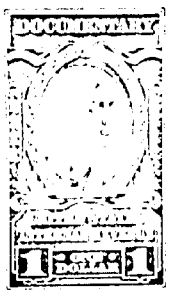
Glen Jones

Cordell Draper

Cordell Draper

TRUSTEES OF THE BORDEAUX CHURCH OF CHRIST

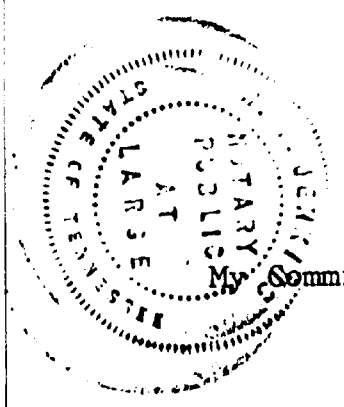
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)





Personally appeared before me, R.W. JENKINS, a Notary Public in and for said County and State, Dora Cundall Crump, Jesse H. Crump, George Sinor, E. J. Davidson, George Jones, Glen Jones and Cordell Draper, the within named bargainors, 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 Nashville, Tennessee, this 12th day of March, 1965.



Notary Public

My Commission Expires: 2/6/68

Alex C. Clamp.
To
Kings Mountain Nat'l.
Cemetery Reservation
Chuck Up Quick.

72361

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 12 11 29 AM '65

RECORDING FEE 6.00

DEP. REC.

STATE TAX $ 15.00
PROBATE .50
TOTAL $ 15.50

MAR 12 1965

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

PAID MAR 12 1965
by R.