Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
YMCA	SAME	13D-7570
(NAME): 326 7th Ave No.	(NAME):	
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------($100,000.00)---------

One Hundred Thousand and no/100----------*Dollars,*

of which ----------($29,000.00)----------

Twenty Nine Thousand and no/100----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------($71,000.00)--------

Seventy One Thousand and no/100----------*Dollars,*

the said Purchaser has executed its note, for that amount, of even date herewith, payable as follows: ~~XXXXXXXXXX~~

On January 1,1969, to the principal, the sum of Twenty One Thousand ($21,000.00) Dollars and thereafter on the 1st day of each succeeding January, the sum of Five Thousand($5,000.00)Dollars, with interest on the unpaid balance at the rate of 6% per annum, due on the 1st day of each succeeding January .

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

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,

I, MOLLIE D. WALKUP

have this day bargained and sold, and do hereby transfer and convey unto the said

NASHVILLE YOUNG MENS CHRISTIAN ASSOCIATION, INC.

its *(successors), heirs and assigns,*

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

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner and Sumner, Engineers, dated December 2,1968, revised December 5,1968, as follows:
BEGINNING at a point in the northerly margin of Hydes Ferry Pike, at the southwest corner of the property conveyed to Davidson County Board of Education, by deed from Mollie D. Walkup, of record in Book 2497, page 127; thence with the margin of said Pike, 109.1 feet(by deed 104 feet) to a point in the easterly line of the property conveyed to Ewing Batson by deed of record in Book 3072, page 528; thence with Batson's line, North 54°01' West 127.5 feet(127.5 feet by deed) to a point, being Batson's northwest corner; thence with Batson's westerly line, South 15°22' West 264.7 feet to a point in the northerly margin of Hydes Ferry Pike; thence with the margin of the same, North 76°41' West 163.2 feet feet (by deed 227 feet); to Elizabeth K.Burgess' easterly line; thence with the easterly line of Burgess, Kennedy, Officer, Abernathy, Truner and Morris, as follows: North 17°50' West 159.5 feet to a point; North 21°31' West 200 feet to a point; North 23°31' West 100.3 feet to a point; thence North 19°29' West 361.9 feet to a point in the southerly margin of Hydes Ferry Pike(State Highway 12); thence with the same, South 81°25' East 985 feet(by deed 957 feet, more or less) to a point at the northwest corner of the property conveyed to the Board of Education above referred to; thence with the westerly line of the Board of Education property, South 23°12' West 779 feet(by deed 775 feet, more or less) to the point of beginning, containing 10.95 acres, more or less.
BEING THE same property vested in Mollie D.Walkup, as devisee under the Will of Joe Walkup, of record in Will Book 62, page 172, Probate Court Clerk's Office for said County.

DEC 11 68	CONV	90,000.00			
DEC 11 68	CONV	10,000.00			
DEC 11 68	MORT'G	71,000.00			
DEC 11 68	S'TAX		B* 260.00		
DEC 11 68	S'TAX		B* 69.00		
DEC 11 68	PR'FEE		B* .50		
DEC 11 68	W'DEED		B* 6.00	*	335.50

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Nashville Young Mens Christian Association, Inc. its *(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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Nashville Young Mens Christian Association, Inc., 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 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 Nashville Young Mens Christian Association, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Dodson Batson, *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 $....., 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 10 *day of* December, *19*68.

Witness: Carlton Patton (C. K. Maxwell)

Mollie D. Walkup

Mollie D.Walkup

NASHVILLE YOUNG MENS CHRISTIAN ASSOCIATION INC.

ATTEST: James M Ward
Secretary

BY Kenyon M. Gilbert
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Elaine Bailey, *a Notary Public in and for said County and State,* Mollie D.Walkup

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

Witness my hand and official seal at Nashville *Tennessee, this* 10 *day of* December, *19*68.

Elaine Bailey *Notary Public*

Commission expires 1/24/70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

the within named bargainor s, *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, Martha L. Higgins, *a Notary Public of the State and County aforesaid, personally appeared* Ruopen Gulbenk and James Ward *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary *of the* Nashville Young Mens Christian Association, Inc., *the within named bargainor, a corporation, and that* t he Xs *such* President and Secretary *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* themselves *as* President and Secretary.

Witness my hand and seal, at office in Nashville , Tennessee, *this* 10 *day of* December, *19*68.

Martha L. Higgins *Notary Public*

Commission expires 12-16-68

I hereby swear or affirm that the actual consideration or true value for this transfer, w' chever is greater, is $100,000.00, Affiant Ruopen Gulbenk

Subscribed and sworn to before me this 11 day of Dec. 1968

Deputy Register A. L. Gentry

INSTALLMENT DEED

FROM

MOLLIE D. WALKUP

TO

NASHVILLE YOUNG MENS CHRISTIAN ASSOCIATION, INC.

A 23645

IDENTIF. REFERENCE

DEC 11 12 34 PM '68

FELIX A. VOLLINTINE, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE