This instrument was prepared by CLYDE P. HOLLAND, Attorney. Law Firm of Warfield, Entrekin & Jones, Third National Bank Building, Nashville, Tennessee, 37219.

BOOK 4294 PAGE 425

NEW OWNER:
TENNESSEE ANNUAL CONFERENCE OF THE
UNITED METHODIST CHURCH
1907 ACKLEN AVENUE
NASHVILLE, TENNESSEE

SEND TAX BILLS TO NEW OWNER

Map 104-12
Par. 128
M.O.

Installment Deed

FOR AND IN CONSIDERATION of the sum of FIFTY-EIGHT THOUSAND, NINE HUNDRED AND NO/100----------($58,900.00)----------*Dollars,* *of which* THIRTY THOUSAND, NINE HUNDRED AND NO/100----------($30,900.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY-EIGHT THOUSAND AND NO/100----------($28,000.00)----------*Dollars,* the said TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, ~~xhxxxxxxxxxxx~~ by the duly authorized Chairman and Treasurer of their Headquarters Committee and Building Committee, (hereinafter called Makers), have executed their note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND AND NO/100 ($28,000.00) DOLLARS, payable to HAURY & SMITH CONTRACTORS, INC., in equal quarterly installments commencing March 1, 1969, plus interest on the unpaid balance remaining from time to time at the rate of seven (7%) per cent per annum,

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, HAURY & SMITH CONTRACTORS, INC.,

have this day bargained and sold, and do hereby transfer and convey unto the said The Board of Trustees of the Tennessee Annual Conference of the United Methodist Church, herein call Grantee, its *(successors), ~~xxxxx~~ and assigns,*

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

Land in Davidson County, Tennessee, being the easterly half of Lot No. 31 on the Plan of Christopher and Kirkman's Belmont Park Addition, as of record in Book 57, page 158, Register's Office for said County.

SAID part of Lot No. 31 fronts 66-1/2 feet on the southerly side of Acklen Avenue and runs back between parallel lines, 160 feet, more or less, to an alley.

BEING the same property conveyed to Haury & Smith Contractors, Inc., by deed from Karl E. Haury and Reese L. Smith, Jr., of record in Book 4258, page 948, Register's Office for Davidson County, Tennessee.

CONVEYANCE of this property is made subject to restrictive covenants contained in deed of record in Book 323, page 85, said Register's Office.

CONVEYANCE of the described property is made to the Board of Trustees of the Tennessee Annual Conference of the United Methodist Church, a Tennessee Corporation, in accordance with the Discipline of the United Methodist Church and a certain Resolution adopted by the Tennessee Annual Conference of the United Methodist Church at Calvary Methodist Church on June 25th to June 28th, 1968.

A 24148

BOOK 4294 PAGE 426

IDENTIF. REFERENCE

DEC 16 12 48 PM '68

FELIX T. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC 16 68	CONV	58,900.00			
DEC 16 68	MORT'G	29,000.00			
DEC 16 68	S'TAX		B* 153.14		
DEC 16 68	S'TAX		B* 26.00		
DEC 16 68	PR'FEE		B* .50		
DEC 16 68	W'DEED		B* 6.00	*	185.64

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said The Board of Trustees of the Tennessee Annual Conference of the United Methodist Church, its *(successors), heirs and assigns forever/GRANTOR covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

It does *further covenant and bind* itself, its successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Board of Trustees of the Tennessee Annual Conference of the United Methodist Church, its *(successors), 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 Board of Trustees of the Tennessee Annual Conference of the United Methodist Church *hereinafter referred to as trustors, hereby transfer and convey unto* R. E. MYERS, *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:*

Makers, hereinabove named, */~~XXXXXX~~ 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* $30,000.00 *, 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.*

Makers */~~XXXXXX~~ 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/~~xxxxxx~~ Makers 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/~~xxxxxx~~ Makers 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/~~xxxxxx~~ Makers 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 thirty ~~xxxxx~~ days' notice by three publications in any newspaper, daily ~~xxxxxx~~, 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/~~xxxxxx~~ Makers 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 "~~xxxxxx~~ Makers" 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 13 day of December, *1968.*

HAURY & SMITH CONTRACTORS, INC.

BY: _____
REESE L. SMITH, JR., VICE-PRESIDENT

THE TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH BY THEIR HEADQUARTERS AND BUILDING COMMITTEES

BY: _____
DR. H. THORNTON FOWLER, CHAIRMAN

BY: _____
D. E. JACKSON, TREASURER

BOARD OF TRUSTEES OF THE TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH,

BY: _____
LOWE WATKINS, PRESIDENT

ATTEST BY: _____
J. C. DALE, JR., SECRETARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared REESE L. SMITH, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of HAURY & SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this ___ day of December, 1968.

_____
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, _____, a Notary Public of the State and County aforesaid, personally appeared DR. H. THORNTON FOWLER and D. E. JACKSON, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Chairman and Treasurer of THE TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH HEADQUARTERS AND BUILDING COMMITTEES, the within named bargainor, a corporation, and that they as such Chairman and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Chairman and Treasurer.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 31st day of December, 1968.

Edith M. Estes
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-22-72

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sarah Gwaltney, *a Notary Public of the State and County aforesaid, personally appeared* LOWE WATKINS and J. C. DALE, JR. *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Secretary, respectively, *of the* BOARD OF TRUSTEES OF THE TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, *the within named bargainor, a corporation, and that* they *as such* officers *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, respectively.

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

Sarah Gwaltney
Notary Public

Commission expires April 26, 1971.

I hereby swear or affirm that the actual consideration or value of the ... is $58,900.00. Stella Lampley, Agent

Subscribed and sworn to before me this 16 day of Dec 68

Deputy Register D. Gentry

INSTALLMENT DEED

FROM

HAURY & SMITH CONTRACTORS, INC.

TO

TENNESSEE ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE