FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map. 81-8
Par. 123
pw

FOR AND IN CONSIDERATION OF the sum of Twenty Seven Thousand & no/100 (27,000) DOLLARS

of which $ 12,000 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith in the amount of Fifteen Thousand and no/100 (15,000) dollars payable to the order of Clarence Morris, Bill Thieman and Lige Jarvis, Trustees for Highland Baptist Church in 150 monthly installments in the amount of $100.00 each, non interest bearing, the first installment falling due April 1, 1969, and the remaining payments on the same day of each month thereafter until said note is paid in full, and said note

New owner:
Sunrise Baptist Church
412- 8th Ave South
Nashville, Tennessee

MAR-5 69	CONV	27,000.00		
MAR-5 69	MORT'G	15,000.00		
MAR-5 69	S'TAX		B* 70.20	
MAR-5 69	S'TAX		B* 13.00	
MAR-5 69	PR'FEE		B* .50	
MAR-5 69	RCRDED		B* 3.00	* 86.70

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 hereby conveyed,

Clarence Morris, Bill Thieman and Lige Jarvis, Trustees for Highland hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Baptist Church Monroe C. Tilford, Leorand Lee Bass, Henry Dowell, Nina M. Jones, Dianne Brown, Ida B. Brown, Hazel Freeman, Trustess for Sunrise Baptist Ch. herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennesse, being Lot No. 371, on the Map of North Nashville Real Estate Company's Plan of Lots, as of record in Book 21, page 105, Registers office for said County.

Said Lot no. 371 fronts 50 feet on the easterly side of 9th Avenue North and runs back between parallel lines 168.6 feet to an alley.

Being the same property convyed to Marion Staggs, F E Hale and Clarence Morris, TRUSTEES for Highland Baptist Church, by deed from Robert T. Mitchell and wife, as of record in Book 2447, page 602, RODC.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $27,000,00.

Subscribed and sworn before me this 3rd day of March, 1969

Lige Jarvis

My Commission Expires April 26, 1970

Joe M. Haynes, Notary

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 grantors herein do hereby transfer and convey unto Joe M. Haynes 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 grantors 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 interest 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 therein, the same to bear interest from the date of such payment. Now, if we, the said grantors, 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 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 28th day of February, 1969

Bill Thieman
Trustee Highland Baptist Church

Monroe Tilford
Trustee Sunrise Baptist Church

Clarence Morris

Ida B Brown

Lige Jarvis

Leorand Lee Bass

Nina M. Jones

Henry Dowell

Dianne Brown

Hazel Freeman

Personally appeared before me, Joe M. Haynes, a Notary Public in and for said County and State, the within named Clarence Morris, Bill Thieman and Lige Jarvis, Monroe C. Tilford, Leorand Lee Bass, Henry Dowell, Nina M. Jones, Dianne Brown, Ida B. Brown, Hazel Freeman, the barginors with whom I am personally acquainted, and who acknowledge that they are the trustees for the respective churches and that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICAL SEAL AT Nashville, this 28th day of February, 1969.

My Commission Expires April 26, 1970

Joe M. Haynes
Notary Public

INSTALLMENT DEED

FROM

TO

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for Record this ___ day of ___ A. D. 19__

at ___ o'clock ___ M., and

Noted in Book ___ Page ___

Recorded in Book ___ Page ___

Recording Fee ___

County Register

By ___ Dept. Reg.

A 32571

IDENTIF. REFERENCE

MAR 5 10 44 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia