Installment Deed

BOOK 4465 PAGE 955

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Trustee of Whitsitts Chapel Baptist Church	Same	Map 121
(NAME) Pleasant Hill Rd	(NAME)	P/O Par. 29
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37214	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 ($10,125.00)---------- *Dollars,*

of which THREE THOUSAND AND NO/100 ($3,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 ($7,125.00)---------- *Dollars,*

Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, Trustees for Whitsitts Chapel Baptist Church, have *executed* an installment deed note of even date in the principal amount of SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 ($7,125.00) DOLLARS, payable to the order of Blanche Faircloth Shankle, Mildred Faircloth Phillips and James William Faircloth, Jr., on or before 120 days from even date. Said note bears no interest.

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon
Stahlman Building: 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, Blanche Faircloth Shankle, Mildred Faircloth Phillips and James William Faircloth, Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, Trustees of Whitsitts Chapel Baptist Church, their successors in trust ~~successors and assigns~~, *and assigns,*

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

Land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by Southern Land Surveying Co., Inc., dated September 10, 1970, as follows:

Beginning on the northerly margin of Pleasant Hill Road at the southwesterly corner of the Whitsitts Chapel Baptist Church property, of record in Book 243, page 229, Register's Office for said County; thence with the northerly margin of Pleasant Hill Road south 62° 49' 59" west 94.39 feet to a point; thence north 32° 20' 19" west 696.14 feet to a point in the southerly margin of the Gene Waggnor property; thence south 86° 18' 55" east 892.81 feet to a point; thence south 1° 28' 24" east 282.93 feet to the northerly margin of Pleasant Hill Road; thence with the northerly margin of said Road around a curve which has a radius of 226.09 feet southwesterly 85.15 feet to a point; thence continuing with said margin of Road south 70° 36' 11" west 81.22 feet to a point; thence continuing with said Road southwesterly 146.75 feet to the southeast corner of the Whitsitts Chapel Baptist Church property; thence with the easterly line of said church property north 30° 58' 40" west 182.44

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ ____

Subscribed and sworn to before me, this the 21 day of December 1970

My commission expires: 11-4-74 (Affix Seal)

Affiant

Notary Public

feet to a point; thence with the northerly line of said church property south 62° 49' 59" west 179.85 feet to a point; thence with the westerly line of said church property south 31° 00' 01" east 181.50 feet to the point of beginning, containing 6.75 acres, more or less.

Said property was devised to Blanche Faircloth Shankle, Mildred Faircloth Phillips and James William Faircloth, Jr. by will of Jesse Faircloth, deceased, of record in Will Book 35, page 518, County Court for said County.

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 Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, Trustees for Whitsitts Chapel Baptist Church, their successors ~~successors~~ ~~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 said real estate to said* Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, Trustees for Whitsitts Chapel Baptist Church, their successors ~~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 Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, Trustees for Whitsitts Chapel Baptist Church, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 20 day of November, *19* 70.

Blanche Faircloth Shankle
Blanche Faircloth Shankle

Mildred Faircloth Phillips
Mildred Faircloth Phillips

James William Faircloth, Jr.
James William Faircloth, Jr.

Vernon Penley
Vernon Penley

John Grissom
John Grissom

Richard Godsey
Richard Godsey

William A. Dye
William A. Dye

Andrew Turbeville
Andrew Turbeville

TRUSTEES FOR WHITSITTS CHAPEL BAPTIST CHURCH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ROBERT N. BATES, *a Notary Public in and for said County and State,* Blanche Faircloth Shankle and Mildred Faircloth Phillips,

*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 Nashville, *Tennessee, this* 24th *day of* November, *19* 70

Robert N. Bates
Notary Public

Commission expires 4/28/74

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BOOK 4465 PAGE 958

STATE OF Washington }
COUNTY OF Pierce }

Personally appeared before me, Arsietta S. Cuellar, *a Notary Public in and for said County and State,* James William Faircloth, Jr.

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

Witness my hand and official seal at McChord Air Force Base, Washington, *this* 20th *day of* November, *19* 70

Arsietta S. Cuellar *Notary Public*

Commission expires 30 June 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charlie Dyer, *a Notary Public in and for said County and State,* Vernon Penley, John Grissom, Richard Godsey, William A. Dye and Andrew Turbeville, who acknowledged themselves to the the Trustees of Whitsitts Chapel Baptist Church; and that they are authorized so to do as such Trustees; and they are

the within named bargainor, 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 8th *day of* ~~November~~ December, *19* 70

Charlie Dyer *Notary Public*

Commission expires April 22, 1972

CHARLIE DYER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

BLANCHE FAIRCLOTH CHANKLE, ET AL

TO

VERNON PENLEY, JOHN GRISSOM, RICHARD GODSEY, WILLIAM A. DYE AND ANDREW TURBEVILLE, TRUSTEES OF WHITSITTS CHAPEL BAPTIST CHURCH

DEC 11 70	CONV	10,125.00			
DEC 11 70	MORT'G	*7,125.00			
DEC 11 70	S'TAX		A*	26.26	
DEC 11 70	S'TAX		A*	5.10	
DEC 11 70	PR'FEE		A*	.50	
DEC 11 70	W'DEED		A*	6.00	* 37.86

A 98947

IDENTIF. REFERENCE

Dec 11 10 14 AM '70

FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON