BOOK 4478 PAGE 530

Map 118-1
Par. 121
PW

INSTALLMENT DEED

For and in Consideration of the sum of ELEVEN THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 48/100 ----------($11,487.48)---------- Dollars, of which Two Thousand Five Hundred Fifty and No/100 ----($2,550.00)--------- Dollars, has been paid in cash by Trustees of Mount Olivet Spiritual Church the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Nine Hundred Thirty Seven and 48/100 ----------($8,937.48)---------- Dollars, the said Trustees of Mount Olivet Spiritual Church have assumed and agreed to pay $4,998.41, said sum being the remaining unpaid principal balance of a certain note which is secured by a deed of trust of record in Book 3998, page 420, R.O.D.C., Tennessee; and in addition thereto have also assumed and agreed to pay $2,539.07, said sum being the remaining unpaid principal balance of a certain note which is secured by a deed of trust of record in Book 4005, page 802, R.O.D.C., Tennessee, together with certain agreements and stipulations as set out in said deed of trust as fully and as effectually as if the entire instrument were copied herein, and said instrument is incorporated herein by reference; and in further consideration the said grantees have executed their one note of even date herewith for the original principal sum of $1400.00, payable to the order of Elder P. Barton, in monthly installments of $11.75 each, with the first installment being due and payable on or before March 5, , 19 71 , and others thereafter on the 5th day of each succeeding month. Said installments to be applied first to interest at the rate of 6½% per annum and balance to principal until the entire amount, both principal and interest shall have been paid in full, all in accordance with the terms and conditions as set out in said note, 6½ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Elder P. Barton, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said Joe R. Knox, Neal O. Patterson and Susie B. Pilcher, Trustees of Mount Olivet Spiritual Church and assigns, their successors / certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 50 and 51 on the Plan of Montrose Place, as of record in Book 57, page 93, Register's Office for said County.

Said Lots adjoin and front together 100 feet on the north side of Gilmore Avenue and run back between parallel lines and along the east margin of Preston Avenue 155 feet to an alley.

Being the same property conveyed to Jesse Barton and wife, Elder P. Barton, by deed from Thomas E. Garrett and wife, Cenieth Elease Garrett, of record in Book 4312, page 159, Register's Office for Davidson County, Tennessee. The said Jesse Barton having since died.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Trustees of Mount Olivet Spiritual Church, their successors ~~heirs~~ 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 Trustees of Mount Olivet Spiritual Church their 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 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 Trustees of Mount Olivet Spiritual Church

do hereby transfer and convey unto Theodore Hudson, 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 Trustees of Mount Olivet Spiritual Church 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 value until 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 interst 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 Trustees of Mount Olivet Spiritual Church 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 trust 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 Trustees of Mount Olivet Spiritual Church, their 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 Theodore Hudson, Trustee, shall be vested in said successor.

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 Elder P. Barton, a widow and Trustees of Mount Olivet Spiritual Church hereunto set our hands at Nashville, Tennessee, this the 5th day of February 19 71

Elder P. Barton

Elder P. Barton, a widow

MOUNT OLIVET SPIRITUAL CHURCH

Neal O. Patterson, Trustee

Joe R. Knox, Trustee

Susie B. Pilcher, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Elder P. Barton, a widow, and Joe R. Knox, Neal O. Patterson, and Susie B. Pilcher, Trustees of Mount Olivet Spiritual Church

the 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 5th day of February, 19 71

Commission Expires April 26, 1971

Notary Public.

STATE OF _____ **County.**

FEB-9 CONV 11,487.48
FEB-9 S'TAX A* 29.90
FEB-9 PR'FEE A* .50
FEB-9 W'DEED A* 6.00 * 36.40

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, 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 }

BOOK 4478 PAGE 533

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I personally acquainted, and who, upon oath, acknowledged self to be

of the ,

the within named bargainor, a corporation, and that he as such ,

being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as

Witness my hand and seal, at office in ,

this day of , 19 .

, Notary Public.

Commission expires .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM Elder P. Barton, a widow

TO TRUSTEES OF MOUNT OLIVET SPIRITUAL CHURCH

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

304221

IDENTIF. REFERENCE

FEB 9 1 15 PM '71

FELIX Z [illegible] REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mount Olivet Spiritual Church (NAME)	First Federal Savings & Loan Assoc. (NAME)	
c/o Susie Pilcher 905 Mossman Drive (STREET ADDRESS OR ROUTE NUMBER)	Fourth and Union Streets (STREET ADDRESS)	
Nashville, Tennessee 37217 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore Hudson
Attorney at Law
115 Union Street
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION, OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS:

$ 11,487.48 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF February 1971

Notary Public

MY COMMISSION EXPIRES: April 26, 1971

(AFFIX SEAL)