This Instrument Prepared By: J. C. Dale, Jr., Attorney JAN 26 1972
7th Floor, Nashville Bank & Trust Bldg., Nashville, Tenn. 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Allan Murphy and J. D. Davis, Partners	Same	Map 94
(NAME)	(NAME)	Pt Par. 79
3813 Hillsboro Road	BOOK 4577 PAGE 513	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37215		Pt
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND AND NO/100

($75,000.00) *Dollars,*

evidenced by Installment Deed Note of even date herewith, executed by Allan Murphy and J. D. Davis, Partners, payable to National Christian Missionary Convention in ten (10) equal annual installments of principal of Seven Thousand Five Hundred Dollars ($7,500.00) each, bearing interest at the rate of seven (7%) percent per annum from date payable on the unpaid balance of principal of said note on each annual principal paying date until said note is paid in full,

FEB 18 72	CONV	75,000.00			
FEB 18 72	MORT'G	75,000.00			
FEB 18 72	S'TAX		A* 195.00		
FEB 18 72	S'TAX		A* 73.00		
FEB 18 72	PRTFEE		A* .50		
FEB 18 72	W'DEED		A* 10.00	*	278.50

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, the National Christian Missionary Convention, a Tennessee corporation, has

this day bargained and sold, and do hereby transfer and convey unto the said Allan Murphy and J. D. Davis, Partners and to their

(successors), heirs and assigns,

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

TRACT II:

Land in the former Third Civil District of Davidson County, Tennessee, beginning at a point in the center line of Lebanon Road, at the northeast corner of property formerly owned by Shelton; thence with the center line of said Road, North 76° 37' East 806.7 feet to the center line of the northbound track of the L & N Railroad, the northwest corner of the Wabsher property; thence along the center line of said northbound track, South 3° 52' 759.8 feet, more or less, to a point; thence with center line of said northbound track with a curve, southwesterly 1,390 feet, more or less, to a point; thence with said center line, South 46° 53' West 588 feet, more or less, to a point; thence North 3° 2' East 1,643.4 feet, more or less; thence with a fence, North 0° 22' West 627 feet, more or less, to the center of Lebanon Road, the point of beginning. There is excluded from said description all highway and railroad rights-of-way, described therein.

This description includes the lot 300 feet by 300 feet at the northwest corner of said property on which the old residence is located.

This description includes a tract of 15.13 acres this day conveyed to J. D. Davis, by separate deed, and said tract of 15.13 acres is expressly excluded from this conveyance.

The foregoing is part of the property devised to National Christian Missionary Convention by Will of Preston Taylor, deceased, of record in Will Book 47, Page 399, Office of the County Court Clerk of Davidson County, Tennessee.

The above described property is encumbered by the following:

1. 1971 Metropolitan Nashville and Davidson County property taxes.
2. Easement for power line to Tennessee Power Company of record in Book 437, Page 51, Register's Office for Davidson County, Tennessee.
3. Easement for water main conveyed to City of Nashville, of record in Book 1174, Page 158, said Register's Office.
4. Easement to U. S. A. for one or more power lines of record in Book 1181, Page 326, said Register's Office.
5. Easement for water main of record in Book 3286, Page 368, said Register's Office.
6. Easement to Colonial Pipeline Company of record in Book 3670, Page 504 as modified by instrument of record in Book 3675, Page 108, said Register's Office.
7. Easement for sanitary sewers and/or storm drainage of record in Book 3841, Page 596, said Register's Office.

The portion of the property fronting on Lebanon Road is improved.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $75,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF February, 1972.

Notary Public

MY COMMISSION EXPIRES: 5-21-73

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 Allan Murphy and J. D. Davis, Partners and to their *(successors), heirs and assigns forever.* Grantor *covenant* 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.,* except as hereinabove shown.

Grantor *further covenant* assigns itself, its successors and/ *and bind to warrant and forever defend the title to said real estate to said* Allan Murphy and J. D. Davis, Partners, and 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 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 Allan Murphy and J. D. Davis, Partners *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, Jr., *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 12th *day of* January, *19* 72

NATIONAL CHRISTIAN MISSIONARY CONVENTION

ATTEST: John R Compton
Secretary

BY: Raymond E. Brown
President

Executed AT Nashville, Tennessee, this 24th day of January, 1972.

STATE OF ~~TENNESSEE~~ Indiana }
COUNTY OF ~~DAVIDSON~~ Marion }

Allan Murphy J.D.Davis

Personally appeared before me, Tina DeWitte, *a Notary Public in and for said County and State,* Raymond E. Brown and John R. Compton, President and Secretary, respectively, of the National Christian Missionary Convention,

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 Indianapolis, Indiana ~~Tennessee~~, *this* 12th *day of* January, *19* 72

Tina DeWitte *Notary Public*

Commission expires

TINA DE WITTE, NOTARY PUBLIC
MY COMMISSION EXPIRES FEB- 4, 1974
ISSUED THROUGH INDIANA NOTARY ASSOC.

BOOK 4577 PAGE 516

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Allan Murphy and J. D. Davis, *the within named 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* 11th *day of* January, *19*72.

Judy M Butler *Notary Public*

Commission expires 5-21-73

STATE OF INDIANA)
COUNTY OF MARION)

Before me, Tina DeWitte, *a Notary Public of the State and County aforesaid, personally appeared* Raymond E. Brown, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* National Christian Missionary Convention, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* President

Witness my hand and seal, at office in Indianapolis, Indiana, *this* 31st *day of* January, *19*72.

Tina DeWitte *Notary Public*

Commission expires TINA DE WITTE, NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 4, 1974
ISSUED THROUGH INDIANA NOTARY ASSOC.

This Instrument Prepared By:
J. C. DALE, JR., of
Bailey, Ewing, Dale & Conner
Attorneys at Law
706 Nashville Bank & Trust Building
Nashville, Tennessee 37201

INSTALLMENT DEED

FROM

NATIONAL CHRISTIAN MISSIONARY CONVENTION

TO

ALLAN MURPHY and J. D. DAVIS, PARTNERS

B 48956

IDENTIF. REFERENCE

FEB 18 8 45 AM '72

FELIX Z. WILSON II 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

JOINDER IN DEED BOOK 4577 PAGE 517

The United Christian Missionary Society, a corporation organized under the laws of the State of Ohio, with principal office formerly in St. Louis, Missouri, but now in Indianapolis, Indiana, acting by its undersigned duly authorized officers does hereby join in the deed executed by National Christian Missionary Convention, a corporation, dated the 12th day of January, 1972, conveying to Allan Murphy and J. D. Davis, Partners, the remainder of the Greenwood Park property in the Third (3rd) Civil District of Davidson County, Tennessee, (after separate conveyance of 15.13 acres more or less thereof by separate deed to J. D. Davis,), for the sum of Seventy-Five Thousand Dollars ($75,000.00) evidenced by installment deed and note executed by the said Allan Murphy and J. D. Davis payable to National Christian Missionary Convention, to convey, quit-claim and release to the said Allan Murphy and J. D. Davis, Partners any and all right, title and interest and claim of the said United Christian Missionary Society, in and to the said tract of land under and pursuant to the Will of Preston Taylor, deceased, recorded in Will Book 47, Page 399, Office of the County Court Clerk of Davidson County, Tennessee, and otherwise.

IN WITNESS WHEREOF, the said United Christian Missionary Society has caused this instrument to be executed by its duly authorized officers as aforesaid, at Indianapolis, Indiana, on this 21st day of January, 1972.

UNITED CHRISTIAN MISSIONARY SOCIETY

ATTEST: [signature]
Secretary

BY: [signature]
President

STATE OF INDIANA)
COUNTY OF MARION)

Before me, Tina DeWitte, a Notary Public of the State and County aforesaid, personally appeared Thomas J. Liggett, with whom I am personally acquainted, and who, upon oath acknowledged himself to be President of the United Christian Missionary Society, the within named bargainor, a corporation, and that he as such 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 President.

WITNESS my hand and seal at office in Indianapolis, Indiana, this 21st day of January, 1972.

[signature]
Notary Public

My Commission Expires:

TINA DE WITTE, NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 4, 1974
ISSUED THROUGH Indiana Notary Assoc.