This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
3329 Cleghorn Ave., Nashville, Tenn.

Installment Deed
TTC-224903

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph A. Durick, Bishop	New Owner	92-15-84
c/o Msgr. Leo C. Siener Chancery Bldg. 421	(NAME:	21W-1128
Charlotte Ave. (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37219	(STREET ADDRESS)	92-15-85 21W-1124
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND * * * * * * * * * * * *
* * * * * * * * * * * * * * * * * ($60,000.00) * * * * * * * * *Dollars,*
of which THIRTY THOUSAND *
* * * * * * * * * * * * * ($30,000.00) * * * * * * *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND * * * * * *
* * * * * * * * * * * * * * * ($30,000.00) * * * * * * * * * * * *Dollars,*
JOSEPH A. DURICK, D. D., ROMAN CATHOLIC BISHOP OF NASHVILLE, AND
HIS SUCCESSORS IN OFFICE *ha S executed*
his promissory note, of even date herewith, in the principal sum of $30,000.00, payable to Don L. Eyler and wife, Mary Lou Eyler and Charles M. Hamilton and wife, Gladys Hamilton, payable in three equal consecutive annual installments of $10,000.00 each, plus interest at the rate of 7½% per annum, on the unpaid principal balance.

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, We, DON L. EYLER and wife, MARY LOU EYLER and CHARLES M. HAMILTON and wife, GLADYS HAMILTCN
have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH A. DURICK, D.D., Roman Catholic Bishop of Nashville, and his successors in Office [redacted]
certain real estate in Davidson County, Tennessee, as follows:

Being Two Tracts of land in said County, described as follows:
TRACT NO. I: Being the easterly half of Lot No. 22 on the Plan of Re-subdivision of part of the Elliston Property, as of record in Plan Book 1, page 105, Chancery Court at Nashville, and being the easterly half of Lot No. 139 on the original plan of Elliston, as of record in Book 21, page 141, Register's Office for said County.

Said part of Lot No. 22 fronts 50 feet on the northerly side of State Street and runs back between parallel lines, 170 feet more or less to an alley.

Being the same property conveyed to Don L. Eyler and wife, Mary Lou Eyler and Charles M. Hamilton and wife, Gladys Hamilton, by deed from Gladys Y. Blankenhorn, a widow, as of record in Book 3855, page 361, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is greater, for this transfer is $ 60,000.00
Subscribed and sworn to before me, this the 6th day of April 1972
Joseph A. Durick
Affiant
My commission expires: 31 January 1973
(Affix Seal)
Richard Durick
Notary Public

<u>TRACT NO. II</u>: Being the westerly 50 feet of Lot No. 22 in the Elliston Plan recorded on Page 105 of the Chancery Court Plan Book No. 1, of Davidson County, Tennessee, also known as the west half of Lot No. 139 on the Elliston Plan of Lots, as recorded in Book 21, page 141, Register's Office for said County, described as follows:

Beginning on the north side of State Street 200 feet east of the northeast corner of Elliston Avenue and State Street, and running thence at right angles to State Street, north 170 feet; thence easterly parallel to State Street, 50 feet to the northwest corner of said property owned by Mrs. Binnie Briggs Lusk; thence with the westerly line of Mrs. Lusk's property, south 170 feet to State Street; thence with the northerly line of State Street, 50 feet to the point of beginning.

Being the same property conveyed to Don L. Eyler and wife, Mary Lou Eyler, and Charles M. Hamilton and wife, Gladys Hamilton, by deed from W. F. Malone, as of record in Book 3841, page 690, said Register's Office.

This is unimproved ( ) improved XX property, known as 2216-2218 State Street, Nashville, Tennessee.
(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 Joseph A. Durick, D.D., Roman Catholic Bishop of Nashville, and his successors in office ([redacted]), [redacted]. 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,* except for 1972 taxes, which have been prorated and assumed by the Buyers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Joseph A. Durick, D.D., Roman Catholic Bishop of Nashville, and his successors in office ([redacted], *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 Joseph A. Durick, D.D., Roman Catholic Bishop of Nashville, and his successors in office *hereinafter referred to as trustors, hereby transfer and convey unto* Reau E.Folk,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 6th *day of* April, 19 72

+ Joseph A. Durick
Joseph A. Durick, D. D. Roman
Catholic Bishop of Nashville

Don L. Eyler
Don L. Eyler

Mary Lou Eyler
Mary Lou Eyler

Charles M. Hamilton
Charles M. Hamilton

Gladys Hamilton
Gladys Hamilton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sandy Meade Moore, Jr., *a Notary Public in and for said County and State,* Don L. Eyler and wife, Mary Lou Eyler; Charles M. Hamilton and wife, Gladys Hamilton

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* 6th *day of* April, *19* 72

Sandy Meade Moore, Jr. *Notary Public*

Commission expires October 24, 1973.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Richard Quick, *a Notary Public in and for said County and State,* Joseph A. Durick, D. D., Roman Catholic Bishop of Nashville, *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 Nashville, Tennessee, *this* 6th *day of* April, *19* 72.

Richard Quick *Notary Public*

Commission expires 31 January 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am 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 .....

INSTALLMENT DEED

REF:mas

FROM

DON L. EYLER, ET UX ET AL

TO

JOSEPH A. DURICK, D.D., ROMAN CATHOLIC BISHOP OF NASHVILLE

APR 11 72	CONV	60,000.00		
APR 11 72	MORT'G	30,000.00		
APR 11 72	S'TAX		A* 156.00	
APR 11 72	S'TAX		A* 28.00	
APR 11 72	PR'FEE		A* .50	
APR 11 72	DEED		A* 8.00	* 192.50

B 5 5 2 5 2

IDENTIF. REFERENCE

APR 11 9 44 AM '72

FELIX Z. 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

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