BOOK 4687 PAGE 735

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD - 4

FROM

Herbert L. Helms & wife

Audrey S. Helms

TO

Jesse Richardson Chairman, et al Trustees of Calvary Assembly of God Church

For draftsman's use

Prepared by:
Earl A. McNabb, attorney
610 Stahlman Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Trustees - Calvary Assembly of God Church (NAME)	(NAME)	3D67550
3129 McGavock Road (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Map 84-4
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	P-56 T.P.

B97694

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 9 11 17 AM '73

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 26,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29 DAY OF August, 1972.

Notary Public

MY COMMISSION EXPIRES: 2-17-75

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty Six Thousand ($26,000.00) DOLLARS of which $ 6,000.00 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 their note dated February 28, 1972, bearing interest at the rate of 7% per annum, commencing February 28, 1973, and both principal and interest to be paid in six annual installments, commencing February 28, 1973 and on each February 28th thereafter until fully p aid.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $26,000.00. Affiant Glenn H. Burns

Subscribed and sworn to before me this 5th day of March 1973

Deputy Register

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 herein conveyed.

Herbert L. Helms & wife, Audrey S. Helms

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Jesse Richardson, Chm., Phillip Price, Sec., Gary McMichael, Wayne Walters and W. J. Burnette, Trustees of Calvary Assembly of God Church

herein called grantees, their ~~XXX~~ successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being in the Third Civil District of Davidson County, Tennessee, and is located at the southwest corner of Section 3 of the McGavock Heights Subdivision owned and developed by Herbert L. Helms of record in Book 2330, page 102, and is part of that property designated thereon as "reserve for future development", and being more particularly described as follows:

Beginning at a point on the easterly side of McGavock Pike right-of-way, the said point being 393.5 feet north of the southwest corner of the property conveyed to Helen Roberts Gayden, by deed from A. H. Roberts, Jr., of record in Book 174, page 137, Register's Office for said county, and being also the northwest corner of the property sold to Carl J. Singer and wife by deed from Helen Roberts Gayden, thence with Singer's north line south 80° 54' east 359.4 feet to an iron pin, said point being the southwest corner of lot 6 McGavock Heights Subdivision, Section 3 as recorded in Book 2330, page 102, thence north 11° 50' east, 157.3 feet to an iron pin, said point being the northwest corner of lot 6; thence north 7° 18' west, 114.6 feet to an iron pin; thence north 78° 18' west, 156.25 feet to an iron pin; thence north 0° 21' east 30 feet to an iron pin, said point being the southeast corner of the Ralph L. Murray property; thence along the Murray-Helms line south 78° 18' west 160 feet to an iron pin; thence south 11° 42' west, 300.5 feet to the point of beginning.

Being part of the property as conveyed to Herbert L. Helms by warranty deed from Helen Roberts Gayden of record in Book 1783, page 94, Register's Office, Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as 3 Ac., more or less 3rd Civil Dist., Davidson Co., Tenn. (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 grantees herein do hereby transfer and convey unto Earl A. McNabb 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 grantees 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 $ _____ _____ _____ 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 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 grantees, 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 advise 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 29th day of August 19 72.

Trustees of Calvary Assembly of God Church

1 Jesse W. Richardson
2 Wm. L. McMichael
3 Jesse Richardson
4 Wayne Walters
5

Herbert L. Helms
Audrey S. Helms

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Undersigned, a Notary Public in and for said County and State, the within named Herbert L. Helms & wife, Audrey S. Helms, Jesse Richardson, Phillip Price, Gary McMichael, Wayne Walters and W. J. Burnette, Trustees of Calvary Assembly of God Church the 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 29 day of August, 19 72.

L E Lancet
Notary Public

Commission expires Feb 17 1975

MAR-9[illegible]	CONV	26,000.00		
MAR-9[illegible]	MORT'G	20,000.00		
MAR-9[illegible]	S'TAX		A*	67.60
MAR-9[illegible]	S'TAX		A*	18.00
MAR-9[illegible]	PR'FEE		A*	.50
MAR-9[illegible]	W'DEED		A*	4.00 * 90.10

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 fo do, executed the foregoing instrument for the purpose therein contained, by singing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

_____, Notary Public.

Commission expires _____