This Instrument Prepared By
Schulman, McCarley, Hollins and Pride
900 American Trust Building
Nashville, Tennessee

BOOK 4763 PAGE 847

INSTALLMENT DEED

Address New Owner(s) As Follows: Send Tax Bills To: Map-Parcel Nos.

House of God Church-Keith Dominion Same
2005 Heiman Street
Nashville, Tennessee 37208

81-15
458-
459pw

FOR AND IN CONSIDERATION of the sum of EIGHTY FIVE THOUSAND AND NO/100 ($85,000.00) DOLLARS, of which TWENTY FIVE THOUSAND AND NO/100 ($25,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS, the Grantees herein have executed their promissory note of even date herewith, payable to the order of Alven S. Ghertner, in the principal amount of Sixty Thousand and No/100 ($60,000.00) Dollars, due on January 2, 1974, with interest at the rate of seven and one-half (7 1/2%) per cent per annum, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is retained on the land herein conveyed,

We, ALVEN S. GHERTNER and wife, JEAN F. GHERTNER, have this day bargained and sold, and do hereby transfer and convey unto the said J. W. JENKINS, P. J. FLETCHER and W. L. NELSON, GENERAL TRUSTEES, R. D. LEWIS, DOVIE SHUFORD and GROVER C. SHAW, STATE TRUSTEES, LOUIS A WOODING, MARY E. WILSON and BARBARA SCIVALLY, LOCAL TRUSTEES, FOR THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, which church is a Tennessee corporation, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Three tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8 on the Map of the subdivision of the Henry Harding Tract on Bosley Pike, as of record in Book 332, page 8, Register's Office for said County. Said lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8 front together 240 feet on the westerly side of a 25-foot unnamed street and run back between parallel lines with the southerly margin of Heiman Street, formerly Bosley Pike, 134.12 feet to an alley.

Said property was conveyed to Alven S. Ghertner by deeds from V. H. Dixon and wife, of record in Book 3026, page 189, and from Gerald H. Ghertner and Leonard C. Ghertner, of record in Book 3710, page 128, said Register's Office.

TRACT NO. 2: Being part of lot No. 40 on the plan of Boyd McNairy's Addition to Nashville, as of record on the Front Fly Leaf of book 16, Register's Office for said County, and land immediately east thereof, described as follows:
Beginning at a point in the southerly margin of an alley, said point being North 81° 19' 39" East 91 feet from the easterly margin of the Tennessee Central Railway right-of-way; thence North 81° 19' 39" East 92 feet to the westerly margin of a 10-foot alley; thence along the westerly margin of said alley, South 6° 05' 10" East 75.0 feet to a point; thence North 8° 27' 22" West 116.05 feet to the point of beginning.

STATE OF TENNESSEE) The actual consideration or value whichever is
COUNTY OF DAVIDSON) greater, for this transfer is $85,000.00.
Subscribed and sworn to before me, this the
19th day of October, 1973.

Affiant

Commission Expires: NOTARY PUBLIC

Notary Public

TRACT NO. 3: Being part of lot No. 40 on the plan of Boyd McNairy's Addition to Nashville, as of record on the Front Fly Leaf of book 16, Register's Office for said County, and land immediately east thereof, described as follows:
Beginning at a point on the common line between a certain tract of land conveyed to Mayfair Homes, Inc., by deed of record in Book 3179, page 115, and a certain tract of land conveyed to the General Trustees of the Church of the Living God, by deed of record in book 1560, page 377, Register's Office for Davidson County, Tennessee, said point being on the proposed right-of-way line of Interstate Route I-40; North 8° 03' 01" West 168.66 feet from the northerly margin of an alley, measured along said common boundary; thence with and bounding on said right-of-way, South 77° 43' 22" West 117.36 feet to a point; thence South 42° 21' 56" West 128.45 feet to a point in the easterly boundary of the Tennessee Central Railway; thence with the easterly boundary of said railway and the westerly boundary of said Mayfair Homes, Inc. property, North 36° 24' 41" West 97 feet to a point; thence continuing along the common boundary between the two last described tracts, North 36° 30' 22" West 184.28 feet to the Mayfair Homes, Inc., northwesterly corner; thence with Mayfair Homes, Inc. most northerly boundary and the southerly boundary of an alley, North 81° 19' 39" East 91 feet to a point; thence with a line of severance south 8° 27' 22" East 116.05 feet to a point on Mayfair Homes, Inc. property line; thence along the northerly boundary of Mayfair Homes, Inc. property and the southerly boundary of a tract of land conveyed to Alven S. Ghertner by deed of record in book 3710, page 128, Register's Office for Davidson County, Tennessee, North 81° 32' 34" East 169.51 feet to a point on the common line of said Mayfair Homes, Inc. property and aforesaid Church of the Living God property; thence with the Mayfair Homes, Inc. easterly boundary and the westerly boundary of the Church of the Living God, South 8° 03' 01" East 85.09 feet to the point of beginning.

Said Tracts Nos. 2 and 3 being the same property conveyed to Alven S. Ghertner, by deed from Mayfair Homes, Inc., of record in Book 4170, page 67, said Register's Office.

This is improved property, known as Heiman Street, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. W. JENKINS, P. J. FLETCHER and W. L. NELSON, GENERAL TRUSTEES, R. D. LEWIS, DOVIE SHUFORD and GROVER C. SHAW, STATE TRUSTEES, LOUIS A. WOODING, MARY E. WILSON and BARBARA SCIVALLY, LOCAL TRUSTEES, FOR THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, which church is a Tennessee corporation, their 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, except by lack of direct access to I-40 from Tract III of premises, and drainage easement, all as set out in instrument of record in Book 4149, page 550, Register's Office for Davidson County, Tennessee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said J. W. Jenkins, et al, Trustees, their 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 hereby acknowledged, the said J. W. Jenkins, P. J. Fletcherr and W. L. Nelson, General Trustees, R. D. Lewis, Dovie Shuford and Grover C. Shaw, State Trustee, Louis A. Wooding, Mary E. Wilson and Barbara Scivally, Local Trustees, for THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, which church is a Tennessee corporation, hereinafter referred to as trustors, hereby transfer and convey unto I. R. Schulman, 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 $60,000.00, 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 10% 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 shalll 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 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 posssession 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 llien as herein provided; also reassonable 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, this instrument has been executed on the 20th day of October, 1973.

Alven S. Ghertner

Jean F. Ghertner

J. W. Jenkins

P. J. Fletcher

W. L. Nelson

GENERAL TRUSTEES

R. D. Lewis

Dovie Shuford

Grover C. Shaw

STATE TRUSTEES

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

Louis A. Wooding

Louis A. Wooding

Mary E. Wilson

Mary E. Wilson

Barbara Scivally

Barbara Scivally

LOCAL TRUSTEES

FOR THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, which church is a Tennessee corporation

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Annie George, a Notary Public in and for said County and State, Alven S. Ghertner and wife, Jean F. Ghertner, 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 19th day of October, 1973.

Annie George
Notary Public

My Commission Expires:
2-22

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, J. C. Summers, a Notary Public in and for said County and State, J. W. Jenkins, P. J. Fletcher, General Trustees, R. D. Lewis, Dovie Shuford and Grover C. Shaw, State Trustees, Louis A. Wooding, Mary E. Wilson and Barbara Scivally, Local Trustees, for THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, 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 20th day of October, 1973.

J. C. Summers
Notary Public

My Commission Expires:
12/12/76

BOOK 1763 PAGE 852

STATE OF FLORIDA)
COUNTY OF MARION)

Personally appeared before me, W. L. Nelson, a Notary Public in and for said County and State, W. L. Nelson, General Trustee for THE HOUSE OF GOD, WHICH IS THE CHURCH OF THE LIVING GOD, THE PILLAR AND GROUND OF THE TRUTH WITHOUT CONTROVERSY, INC. KEITH DOMINION, 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 Ocala, Florida, on this 22nd day of October, 1973.

Notary Public

Commission Expires:
May 24, 1976

IDENTIF. REFERENCE

C 3 1 5 0 2

Nov 12 2 08 PM '73

FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

NOV12 73	CONV	85,000.00			
NOV12 73	MORT'G	60,000.00			
NOV12 73	S'TAX		A*	221.00	
NOV12 73	S'TAX		A*	58.00	
NOV12 73	PR'FEE		A*	.50	
NOV12 73	W'DEED		A*	12.00	* 291.50