BOOK 4870 PAGE 33

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

WOMANS BOARD OF CITY MISSIONS, NASHVILLE, TENNESSEE, M.E. CHURCH SOUTH, a corporation

TO

ERNEST H. BENNETT, JR. and DAVID A. HILDEBRAND

mail

For draftsman's use

THIS INSTRUMENT PREPARED BY
AND MAIL TO
JOHN W. NELLEY, JR., ATTY.
TWENTY-SIXTH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ernest H. Bennett, Jr., et al (NAME)	SAME (NAME)	Map 105-7, Parcel 39
429 Humphreys Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

C 79093

IDENTIF. REFERENCE

Nov 21 2 09 PM '74

FELIX 2 [illegible] REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 17,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18TH DAY OF November 1974.

Notary Public

MY COMMISSION EXPIRES: 10-28-78

(AFFIX SEAL)

NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of ----------Ten and No/100----------
----------($10.00)----------DOLLARS

of which $ 10,500.00 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 one (1) note of even date herewith in the principal amount of $7,101.10, payable to the order of WOMANS BOARD OF CITY MISSIONS, NASHVILLE, TENNESSEE, M. E. CHURCH SOUTH, a corporation, in one installment as follows: On the 4th day of December, 1974, the sum of $7,101.10, plus on said date, interest on the unpaid principal balance remaining from time to time at the rate of 8% per annum (simple interest), said payment is the first and last payment being due and payable on the 4th day of December, 1974, if not sooner paid,

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,

WOMANS BOARD OF CITY MISSIONS, NASHVILLE, TENNESSEE, M.E. CHURCH SOUTH, a corporation, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ERNEST H. BENNETT, JR., as to an undivided 50% interest, and DAVID A. HILDEBRAND, as to an undivided 50% interest, as tenants in common, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Being the easterly 42-1/2 feet of Lot No. 50 and the westerly 5 feet of Lot No. 51 on the Plan of Humphrey, Houston and Martin's Addition to Nashville, as of record in Plan Book No. 1, page 35, Chancery Court at Nashville, and in Book 36, page 117, Register's Office for said County.

Said parts of said Lots No. 50 and 51 front together 47-1/2 feet on the southerly side of Humphreys Street, and runs back between parallel lines, 150 feet to an alley. Being the same property conveyed to Womans Board of City Missions, Nashville, Tennessee, M. E. Church South, a corporation, by deed from Julia T. Hagan, Executrix, et al, of record in Book 772, page 440, said Register's Office.

TRACT II:

The easterly 45 feet of Lot No. 51 on the Plan of Humphrey, Houston & Martin's Addition to Nashville, as of record in Book No. 36, page 117, Register's Office for said County, said easterly part of Lot No. 51 fronts 45 feet on the southerly side of Humphreys Street, and runs back between parallel lines 150 feet to an alley, and is more accurately described as follows:

BEGINNING at a point on the southerly margin of Humphreys Street 100 feet west from the southwest corner of Humphreys Street and Pillar Street, thence, in a westerly direction along said southerly margin of Humphreys Street, 45 feet to a point, thence southerly 150 feet to the northerly margin of an alley, thence 45 feet in an easterly direction along said northerly margin of said alley, thence, 150 feet north to the beginning.

Being the same property conveyed to Womans Board of City Missions, Nashville, Tennessee, M. E. Church South, a corporation, by deed from Julia T. Hagan, Executrix, et al, of record in Book 584, page 37, said Register's Office.

Virginia S. Bennett and Andrea Hildebrand, the respective wives of the herein named grantees, join herein for the sole purpose of conveying any interest they may have in and to the herein described real estate. Equit. title or

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., except for the 1974 property taxes and as otherwise indicated herein

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 John W. Nelley, Jr., 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 ~~XX~~ fair market value of improvements 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 13TH day of November 19 74

WOMANS BOARD OF CITY MISSIONS, NASHVILLE, TENNESSEE, M.E. CHURCH SOUTH, a corporation

By: Mary R. Walker
MARY R. WALKER, President of Board of Directors

ATTEST: Bobbie Roberts
BOBBIE ROBERTS, SECY.

Ernest H. Bennett Jr.
Ernest H. Bennett, Jr.

Virginia S. Bennett
Virginia S. Bennett

David A. Hildebrand
David A. Hildebrand

Andrea Hildebrand
Andrea Hildebrand

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned DAVID L. DIXON, a Notary Public in and for said County and State, the within named ERNEST H. BENNETT, JR. and VIRGINIA S. BENNETT, the bargainor S, 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 18 day of November, 1974.

David L. Dixon
Notary Public

My Commission Expires NOV. 12, 1975

Commission expires

NOV21'74	CONV	17,500.00		
NOV21'74	MORT'G	7,101.10		
NOV21'74	S'TAX		A*	45.50
NOV21'74	S'TAX		A*	5.10
NOV21'74	PR'FEE		A*	.50
NOV21'74	W'DEED		A*	6.00 * 57.10

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared MARY R. WALKER and BOBBIE ROBERTS, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President of Board of Directors and Secretary, respectively of the WOMANS BOARD OF CITY MISSIONS, NASHVILLE, TENNESSEE, M.E. CHURCH SOUTH, the within named bargainor, a corporation, and that they as such President of Board of Directors and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President of Board of Directors and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 13 day of November, 19 74.

John E. Jordan
Notary Public

Oct 2 - 1976
Commission expires

Form No. WD3b

BOOK 4870 PAGE 35

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID A. HILDEBRAND and ANDREA HILDEBRAND,

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 18th day of November, 1974.

Helen L Sykes, Notary Public

My Commission Expires AUG. 30, 1977

Commission Expires

NOTARY PUBLIC DAVIDSON COUNTY TENN.

STATE OF
County of

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

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