Prepared By. B.R. Kennedy
915 Stahlman Bldg.
Nashville, Tenn

BOOK 4959 PAGE 945

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

MELLICENT JONES

TO ERNEST WHITESIDE, ELWOOD SHERRILL, JAMES SEAY, JR., ANGELA MARIE HORTON, REVEREND CARSTELLA EVANS, TRUSTEES OF CORINTH MISSIONARY BAPTIST CHURCH

For draftsman's use

Please mail to:
Rev. Carstella Evans
1731 4th Avenue North
Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
REV. CARSTELLA EVANS (NAME)	SAME (NAME)	~~W2-16180~~
1626-ARTHUR AVENUE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 81-12
NASHVILLE, TENNESSEE (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par. 116

(FOR REGISTER'S USE)

019233

IDENTIF. T REFERENCE

OCT 8 2 56 PM '75

FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4,241.26 Mellicent Jones
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 20th DAY OF September, 19 75

M. L. [illegible]
Notary Public

MY COMMISSION EXPIRES: 11/[illegible]/75

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Four Thousand Two Hundred Forty One and 26/100 -($4,241.26) - - - - - - - - - - - - - - - - DOLLARS

of which $ 50.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees HEREBY ASSUME AND AGREE TO PAY $3,128.68 payable $45.00 per month including principal and interest at 8% per annum, next payment to fall due on October 1st, 1975 and also to assume one note in the principal amount of $450.00 payable on or before July 1st, 1976 with interest at the rate of 8% per annum. AND FOR THE REMAINDER SAID GRANTEES HAVE EXECUTED THEIR ONE PROMISSORY NOTE OF EVEN DATE HEREWITH payable to the order of Mellicent Jones in the principal amount of $612.58 payable on or before September 20, 1976 with interest at the rate of 8% per annum.

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.

I, MELLICENT JONES,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ERNEST WHITESIDE, ELWOOD SHERRILL, JAMES SEAY, JR., ANGELA MARIE HORTON & REVEREND CARSTELLA EVANS, TRUSTEEES OF CORINTH MISSIONARY BAPTIST CHURCH,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: BEING THE SOUTHERLY 10 feet of Lot 315 and the northerly 20 feet of Lot 316 of McGavock, Wetmore and Other's Addition, of record in Book 21, page 23, R.O.D.C., Tennessee. Said lots join and front 30 feet on the easterly side of Arthur Avenue and extend back between parallel lines 150 feet to an alley. Land in Davidson County Tennessee being the southerly 30 feet of Lot 316 on the Plan of McGavock's Addition, of record in Book 21, page 23, Register's Office for said County. Said part of said lot fronts 30 feet on the easterly side of Arthur Avenue and runs back between parallel lines 150 feet to an alley. Included in the above description but specifically excluded therefrom is that portion of property conveyed to the State of Tennessee for the use and benefit of the Department of Highways, by deed from Ione B. Goodpasture of record in Book 4239, page 797, Register's Office for Davidson County, Tennessee. described as follows: BEGINNING at the apparent common corner between the northerly 20 feet and the southerly 30 feet of Lot 316 on the Plan of McGavock's Addition, as of record in Book 21, page 23, Register's Office for Davidson County, Tenn., said Addition, as of record in Book 21, page 23, R.O.D.C., Tenn, said common corner being located by survey, S.47°30'29" E. 271 feet along the westerly margin of an alley from its intersection with the southerly margin of Jane Street; thence continuing with the westerly margin of said alley and the easterly boundary of said lot 316, S.47° 30'29" E. 30 feet to the apparent common corner of lots 316 and 317 in the aforesaid subdivion; thence with the common line between said Lots 316 and 317 S. 42° 33'42" W. 34.62 feet to a point, thence N. 1°33'08" E. 45.78 feet to the point of beginning, containing 519 square feet, more or less. Being the same property conveyed to Mellicent Jones by deed from Julia L. Mallernee of record in Book 4931, Page 305, R.O.D.C., Tennessee. This conveyance is made subject to perpetual easement of record in Book 4239, page 709, and also subject to easement of record in Book 4373, Page 50, R.O.D.C. Tenn

This is improved (x) unimproved ( ) property, known as 1624-1626-Arthur Avenue, Nashville, Tennessee
(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. except 1975 taxes and as herein stated. Said 1975 taxes are assumed by the grantees 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 ROBERT O. MALLERNEE, 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 $ 4,500.00 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 herein, 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 20th day of September 19 75.

Ernest Whiteside — ERNEST WHITESIDE
Angela Marie Horton — ANGELA MARIE HORTON
Elwood Sherrill — ELWOOD SHERRILL
Rev. Carstella Evans — REVEREND CARSTELLA EVANS
James Seay Jr. — JAMES SEAY JR.
Mellicent Jones — MELLICENT JONES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs Ella M Mason, a Notary Public in and for said County and State, the within named ERNEST WHITESIDE, ELWOOD SHERRILL, ANGELA MARIE HORTON, JAMES SEAY, JR. REVEREND CARSTELLA EVANS AND MELLICENT JONES, the 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, Tennessee, this 20th day of September, 19 75

Mrs. Ella M. Mason, Notary Public.

My Commission Expires Jan. 28, 1979

Commission expires

OCT-8 CONV *4,241.26
OCT-8 STAX A* 10.92
OCT-8 PRTFEE A* .50
OCT-8 WDEED A* 4.00 * 15.42

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Ella M. Mason, a Notary Public of the State and County aforesaid, personally appeared Ernest Whiteside Elwood Sherrill Angela Marie Horton James Seay Jr. Trustees and Pastor of Cornett Missionary Baptist Church and Rev Carstella Evans, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be of the Church, the within named bargainor, a corporation, and that the as such Trustees and Pastor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as Cornett Missionary Baptist Church.

Witness my hand and seal, at office in, this 20th day of September, 1975.

Mrs. Ella M. Mason, Notary Public.

My Commission Expires Jan. 28, 1979

Commission expires