INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. Franklin Paschall (NAME)	H. Franklin Paschall (NAME)	117-9
2438 Bear Road (STREET ADDRESS OR ROUTE NUMBER)	2438 Bear Road (STREET ADDRESS)	55
Nashville, Tenn. 37215 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37215 (CITY) (ZONE) (STATE)	

(This instrument prepared by Walter Harwood, Attorney, 6009 Andover Dr., Nashville,Tenn.)

For and in consideration of the sum of Fifty-two Thousand Five Hundred ($52,500.00) and no/100 Dollars to be paid by H. Franklin Paschall and wife, Olga B. Paschall, the said H. Franklin Paschall and wife, Olga B. Paschall have executed their promissory note of even date herewith, payable to the order of the First Baptist Church, 7th and Broad, Nashville, Tenn., in one hundred fifty six (156) monthly installments of Four Hundred Fifty Nine ($459.00) and no/100 Dollars each, which payments include principal and interest at the rate of five (5%) percent per annum, the first said monthly installment being due on or before February 1, 1976, and the remaining one hundred fifty-five (155) installments being due on the first day of each succeeding month. Privilege is reserved for paying this note in full at any time on and after February 1, 1976, and said note providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, The Board of Trustees of First Baptist Church, of Nashville, Tennessee, their successors and assigns have this day bargained and sold, and do hereby transfer and convey unto the said H. Franklin Paschall, and wife, Olga B. Paschall, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being Lot No. 5 of Block 6 on the Plan of Woodmont Estates, as of record in Book 974, Page 29, Register's Office for said County, as follows:

Beginning on the easterly margin of Bear Road at the corner of Lots Nos. 4 and 5; thence with the line between said two lots eastwardly 273.2 feet to the corner of Lots Nos. 4, 5, 10 and 11; thence with the line between Lots Nos. 5 and 10 northwardly 230 feet to the corner of Lots Nos. 5, 7, 9 and 10; thence with the line between Lots Nos. 5 and 7 westwardly 205.9 feet to the corner of Lots Nos. 5, 6 and 7; thence with the line between Lots Nos. 5 and 6 southwestwardly 152.6 feet to the easterly margin of Bear Road; thence with same southeastwardly 200 feet to the beginning, and being the same property conveyed to the Trustees of First Baptist Church of Nasville, Tenn., by deed from Frank W. Englert, Jr., and wife, Margaret P. Englert, of record in Book 2487, Page 469, Register's Office for Davidson County, Tenn.

This conveyance is made subject to seventy-five foot building setback line from Bear Road, as shown on Plan in Book 974, Page 29, R.O.D.C., and restrictive covenants contained in an instrument executed by Third National Bank, Trustee, W. A. Puryear, and G. A. Puryear, Jr., of record in Book 1049, page 28, as amended in Book 1609, page 149, R.O.D.C.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 52,500.00

Subscribed and sworn to before me, this the 31st day of December, 19 75

My commission expires: 5-2-78 (Affix Seal)

Affiant

Notary Public

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Board of Trustees of First Baptist Church, of Nasvhille, Tennessee, their successors and assigns forever. they covenant that they 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 our successors and ~~heirs and representatives~~ assigns, to warrant and forever defend the title to said real estate to said H. Franklin Paschall, and wife, Olga B Paschall, 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 H. Franklin Paschall and wife, Olga B. Paschall

do hereby transfer and convey unto G. Frank Cole, 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 H. Franklin Paschall and wife, Olga B. Paschall

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 $40,000.00 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 interst 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, the said 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 trust 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 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 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 H. Franklin Paschall and wife, Olga B. Paschall, their representatives or assigns.

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

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 G. Frank Cole, Trustee, shall be vested in said successor.

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 Board of Trustees for First Baptist Church of Nashville, Tennessee, and H. Franklin Paschall and wife Olga B. Paschall have hereunto set out hands at Nashville, Tennessee on this the 31st day of December 1975.

FIRST BAPTIST CHURCH OF NASHVILLE
(Incorporated)

BY: _____

_____ _____

_____ Howard B. Peterson

_____ Robert L. Middleton

_____ _____

BOARD OF TRUSTEES OF FIRST BAPTIST CHURCH OF NASHVILLE

_____
H. Franklin Paschall

_____
Olga B. Paschall

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, _____ a Notary Public in and for said County and State, the within named H. Franklin Paschall and wife, Olga B. Paschall, two of the bargainors, with whom I am personally acquainted, who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nasvhille, Tenn., on this the 31st day of December 1975.

_____
Notary Public

My Commission Expires 5-20-78

JOSEPH L. LACKEY NOTARY PUBLIC DAVIDSON COUNTY, TN. COM. EXPIRES 5-20-78

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STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, _____ a Notary Public within and for the State and County aforesaid, personelly appeared A. O. Buck, Felix Durham, Walter Harwood, Ed Howard, R. L. Middleton, Howard Peterson, Frances Potter, John Robinson and Mrs. Russell Russell, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to constitute the Board of Trustees of the First Baptist Church of Nashville, the within named bargainor, and that they as such Trustees, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing their names as and for the Board of Trustees of First Baptist Church of Nashville.

Witness my hand and official seal at office at Nashville, Tennessee, on this _____ day of _____ 1975.

DAVIDSON COUNTY, TN. NOTARY PUBLIC JOSEPH L. LAFFERTY COM. EXPIRES 5-20-78

Notary Public

My Commission expires 5-20-78

INSTALLMENT DEED

FROM

FIRST BAPTIST CHURCH OF NASHVILLE

TO

H. Franklin Paschall, et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 30337

IDENTIFICATION REFERENCE

DEC 31 2 11 PM '75

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

DEC 31 75	CONV	52,500.00				
DEC 31 75	MORT'G	52,500.00				
DEC 31 75	S'TAX		B*	136.50		
DEC 31 75	S'TAX		B*	50.50		
DEC 31 75	PRTFEE		B*	.50		
DEC 31 75	W'DEED		B*	8.00	*	195.50