INSTALLMENT DEED

For and in Consideration of the sum of Forty Thousand & No/100 - ($40,000.00) - - - - - - - - - - - - - - - - - Dollars, of which One Thousand & No/100 - Dollars, has been paid in cash by New Metropolitan Missionary Baptist Church the receipt of which is hereby acknowledged, and for the remainder Thirty Nine Thousand & No/100 - - - - - - - - - ($39,000.00) - - - - - - - - - - - - - - - - - Dollars, the said New Metropolitan Missionary Baptist Church has given its promissory note to the order of Trustees, Rosebank United Methodist Church, payable in 324 monthly installments of $200.00 each beginning on December 15th, 1973, with the first 24 monthly payments being credited in full to principal, without interest, and monthly payments thereafter, including principal and interest at 5% per annum upon the unpaid principal balance

all of said notes bearing six per cent interest from date, and 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, we, John F. Madden, Jr., Vice Chairman of Trustees, Mrs. Paul Dane, Recording Secretary, Charge Conference, and D. Wayne Davis, Pastor, Rosebank United Methodist Church

have this day bargained and sold, and do hereby transfer and convey unto the said Deacons, Trustees, and Members, New Metropolitan Missionary Baptist Church, their successors and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 297 and the northerly 40 feet of Lot No. 299 on the North Nashville Real Estate Company's Plan of Lots, as of record in Book 21, Page 105, Register's Office for said County.

Said Lot No. 297 and part of Lot No. 299 front together 90 feet on the easterly side of 9th Avenue, North, formerly Buena Vista Street, and run back between parallel lines 160 feet to an alley, Lot No. 297 running back with the southerly margin of Jane Street.

Being the same property conveyed to Trustees of Rollins Chapel United Methodist Church by deed from Marion Latta Cummings and husband, Joseph G. Cummings, of record in Book 4490, Page 785, said Register's Office.

And land in Davidson County, Tennessee, being Lot No. 295 and Lot No. 293 on the North Nashville Real Estate Company's plan of Lots, as of record in Book 21, Page 105, Register's Office for said County.

Said Lot No. 295 and Lot No. 293 front together 100 feet on the easterly side of 9th Avenue, North, formerly Buena Vista Street, and run back between parallel lines 160 feet to an alley.

Being the same property conveyed to the Church Erection Society of the United Brethren in Christ by deed from Mrs. Sallie Luton, of record in Book 508, Page 310, Register's Office for Davidson County, Tennessee, and by deed to W. H. Rollins and others, Trustees of the Church of the United Brethren in Christ by deed from H. L. Johnson, of record in Book 699, Page 518, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1624-26-28, 1700-02 Ninth Avenue, North (House Number) (Street) P. O. Address: Nashville, Tn. 37208 (City or Town) (Zip Code)

The said Trustees of Rosebank United Methodist Church are the successors in trust of the Church Erection Society of the United Brethren in Christ, Trustees of the Church of the United Brethren in Christ, and Trustees of Rollins Chapel United Methodist Church. William H. Tomlin, District Superintendent of the Nashville-Cumberland District of the United Methodist

Church, joins in this deed for the purpose of giving his consent to the sale in accordance to the Discipline of the United Methodist Church.
Any portions of the above-described properties which have subsequently been taken for right-of-way purposes for the Interstate Highway System are specifically excluded from this deed.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Deacons, Trustees and Members, New Metropolitan Missionary Baptist Church, their successors ~~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 said real estate to said Deacons, Trustees and Members, New Metropolitan Baptist Church, their successors ~~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 in hand paid, we, the said Deacons, Trustees and Members, New Metropolitan Baptist Church,

do hereby transfer and convey unto George H. Cate, 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 Deacons, Trustees and Members, New Metropolitan Baptist Church

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 $Insurable value 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 we, the said Deacons, Trustees and Members, New Metropolitan Baptist Church 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; if 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 Deacons, Trustees and Members, New Metropolitan Baptist Church 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 George H. Cate, Jr., 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 John F. Madden, Jr., et al, for Rosebank United Methodist Church and duly authorized representatives of the New Metropolitan Baptist Church hereunto set our hands at Nashville, Tennessee, this the 21st day of Feb., 1976

Rosebank United Methodist Church
By: John F. Madden, Jr., Vice-Chairman of Trustees

Mrs. Paul Lane, Recording Secretary, Charge Conference

D. Wayne Davis, Pastor

New Metropolitan Missionary Baptist Church
By: Rev. E. Scott Howard, Pastor

Bruce Howard Sr.

Jac Louis Base, Sr.

John Morgan Harris

William H. Tomlin, District Superintendent, Nashville-Cumberland District, United Methodist Church

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Geo. H. Cate, Jr., a Notary Public in and for said County and State, the within named John F. Madden, Jr., Mrs. Paul Lane, D. Wayne Davis, and William H. Tomlin

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, this 21st day of February, 1976

Commission Expires Jan. 26, 1977

George H. Cate, Jr., Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, Geo. H. Cate, a Notary Public in and for said County and State, the within named E. Scott Howard, Bruce Howard Sr., Jac Louis Base Sr. and John Morgan Harris

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, Tn. this 21st day of February, 1976

Geo. H. Cate, Notary Public.

Commission Expires My Commission Expires July 19, 1978

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4998 PAGE 888

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

FEB23	CONV	40,000.00		
FEB23	MORT'G	39,000.00		
FEB23	S'TAX		B*	104.00
FEB23	S'TAX		B*	37.00
FEB23	PR'FEE		B*	.50
FEB23	W'DEED		B*	8.00
				149.50

INSTALLMENT DEED

FROM Rosebank United Methodist Church

TO New Metropolitan Missionary Baptist Church

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 37055

IDENTIF. REFERENCE

FEB 23 10 37 AM '76

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
New Metropolitan Missionary Baptist Church (NAME)	(NAME)	Map 81-12
1700 9th Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Par. 35, 36, 176, 177
Nashville, Tn. 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

George H. Cate, Jr., Atty.
510 Stahlman Building
Nashville, Tn. 37201

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$40,000.00 George H. Cate, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF February, 1976

Margaret [illegible]
Notary Public

MY COMMISSION EXPIRES: [illegible]

(AFFIX SEAL)