BOOK 5093 PAGE 485

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

LORENE WRIGHT COX

TO

TONY AND SUSAN ALAMO CHRISTIAN FOUNDATION, INC.

For draftsman's use

This Instrument Prepared by
Gullett, Steele, Sanford,
Robinson & Merritt
230 Fourth Avenue North
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tony and Susan Alamo Christian Foundation, Inc. (NAME)	Same (NAME)	93-6-64
325 Broadway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	17
Nashville Tenn. 37219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

RECEIVED FOR TAX REFERENCE
Dec 3 10 46 AM '76
REGISTER
DAVIDSON COUNTY, TENN.

D 79655

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 40,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 30th DAY OF November 1976.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------Forty Thousand and no/100---------- ($40,000.00)---------- DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has caused to be executed a promissory (installment) note of even date herewith in the principal amount of $30,000.00 payable to the order of Lorene Wright Cox in monthly installments as follows: Beginning on the first day of January, 1977, and on the first day of each succeeding month thereafter the sum of $615.50 (which includes interest at the rate of 8 1/2% per annum) until said debt is paid in full,

DEC-3% CONV 40,000.00
DEC-3% MORT'G 30,000.00
DEC-3% S'TAX B* 104.00
DEC-3% S'TAX B* 28.00
DEC-3% PR'FEE B* .50
DEED B* 4.00 * 136.50

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, Lorene Wright Cox, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Tony and Susan Alamo Christian Foundation, Inc., a corporation,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 21 on the First Plan of Davidson Academy Lots, not of record, described as follows:

Beginning on the southerly margin of Broadway at a point 46 feet 2 1/2 inches east of the easterly margin of 4th Avenue South, as widened, said point being the northeast corner of the Freiburger Property; thence with the southerly margin of Broadway eastwardly 22 feet 1 1/2 inches, more or less, to the northwest corner of a strip of ground 9 inches wide conveyed to J. W. Dixon by deed from Edgar Cherry of record in Book 227, page 11, Register's Office for said County; thence with the westerly line of said strip southwardly 90 feet; thence at right angles westwardly 22 feet 1 1/2 inches, more or less, to the southeast corner of said Freiburger Property; thence with the easterly line of same, northwardly 90 feet to the beginning.

Being the same property conveyed to J. R. Cox and wife, Lorene Wright Cox, by deed from John McClellan and David Day Gibson, Trustees under the Will of J. W. McClellan, deceased, of record in Book 1142, page 666, Register's Office for Davidson County, Tennessee, the said J. R. Cox having since died.

This is unimproved ( ) improved (X) property, known as 325 (House Number) Broadway (Street) Nashville, Tennessee 37219 (P. O. Address: City or Town) (Postal Zone)

So long as said indebtedness remains outstanding, if Grantee shall execute any instrument of conveyance on the property without the prior written consent of Grantor or her heirs or assigns, then at the option of Grantor, or the lawful owner and holder of said note, the entire balance of said

indebtedness shall immediately become due and payable. BOOK 5093 PAGE 486

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 party-wall agreements of record and 1976 Metro taxes which have been prorated and assumed by Grantee. 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 Ben 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 Jack Wright Robinson 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 $ 30,000.00 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 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 17 day of November 19 76.

TONY AND SUSAN ALAMO CHRISTIAN FOUNDATION, INC.

BY: Tony Alamo
Tony Alamo, President

ATTEST: Susan Alamo
Susan Alamo, Secretary-Treasurer

Lorene Wright Cox (Lorene Wright Cox)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ann M. Corson, a Notary Public in and for said County and State, the within named Lorene Wright Cox

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17 day of November, 19 76

Ann M. Corson
Notary Public

ANN M. CORSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 8-20-79

ARKANSAS
STATE OF ~~TENNESSEE~~
COUNTY OF ~~DAVIDSON~~ CRAWFORD }

Before me, Bobby C. Taylor, a Notary Public of the State and County aforesaid, personally appeared Tony and Susan Alamo

with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be president and Secretary-Treasurer of the Tony and Susan Alamo Christian Foundation, Inc.

the within named bargainor, a corporation, and that they as such President & Secretary-Treasurer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as such President and Secretary-Treasurer.

Witness my hand and seal, at office in Van Buren, Arkansas

this 29th day of November, 19 76

Bobby C. Taylor
Notary Public

BOBBY C. TAYLOR NOTARY PUBLIC CRAWFORD COUNTY, ARK.

Commission expires Aug 23, 1980