This Instrument Prepared By:
Frank C. Ingraham
1720 Parkway Towers
Nashville, Tennessee 37219

# Installment Deed

BOOK 5097 PAGE 996

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| House of David | exempt | Tract 1:6DA-14506 Map 119-5; Par.172 |
| (NAME) Woodring M. Fryer and wife Vonda M. Fryer, Trustees | (NAME) | Tract 2:119-05-170 6 DA-44510 |
| (STREET ADDRESS OR ROUTE NUMBER) 325 Liberta Avenue | (STREET ADDRESS) | Tract 3:119-5; 172 PW Tract 4: |
| (CITY) (P. O. ZONE) (STATE) Nashville, Tennessee | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* One Hundred Three Thousand ($103,000.00) *Dollars,*

*of which* Thirty-three Thousand ($33,000.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Seventy Thousand ($70,000.00) *Dollars,*

The Grantee *has* s *executed*

an Installment note of even date herewith in the amount of Seventy Thousand ($70,000.00) Dollars upon the following terms:

Beginning on the 16th day of January, 1977, the principal payment of Three Hundred Eight and 88/100 ($308.88) Dollars plus interest per month until paid in full under a 15 year period. The interest due on this note for the first 60 principal payments shall be 9% per annum, thereafter the amount of interest on this note shall be in like amount to the interest charged by First American National Bank for the re-financing of this note until this note is paid in full.

*and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* to the Trustees of Christ Church, UPC, L. H. Hardwick, Jr., Minister, N. L. Carson, John W. Saucier and Thomas E. Templeton

*have this day bargained and sold, and do hereby transfer and convey unto the said* Trustees of the House of David, Woodring M. Fryer and wife, Vonda M. Fryer their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See Addendum #1 attached hereto.

The present Trustees of Christ Church, UPC are the successors and only successors of the Trustees of the Woodbine United Pentecostal Church. Christ Church, UPC is one and the same church and was formerly known as Woodbine United Pentecostal Church.

The deeding of this property takes no action by its affiliated organization known as United Pentecostal Church, Inc., with headquarters in St. Louis, Missouri.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $103,000.00

Affiant

Subscribed and sworn to before me, this the 16th day of December 19 76

Notary Public

My commission expires: July 24 1977
(Affix Seal)

NOTARY PUBLIC OF TENNESSEE

[redacted] B* [redacted] * [redacted]

12.17.76 CO 9 6 000.00
CO 13.000.00
Mtg 70.000.00
St 267.80
St 68.00
Pfee 50
W.D. 10.00
Total 346.30

This is [Unimproved (  )] [Improved (X)] property, known as 325 Elberta Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* Grantees *(successors), heirs and assigns forever.* Grantor *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor *further covenant and bind* itself, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee *(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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said* Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Frank C. Ingraham, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

*Trustors 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

*Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and*

ADDENDUM #1

TO INSTALLMENT DEED DATED DECEMBER 16, 1976

FROM CHRIST CHURCH, UPCTO HOUSE OF DAVID

DESCRIPTION:

Being Lot No. 2 in the subdivision of Block No. 27, Cumberland Nurseries, a plan of which is of record in Book 161, page 166, Register's Office for said Davidson County, Tennessee.

Said Lot No. 2 fronts 100 feet on the southerly side of Elberta Street and runs back between parallel lines 187-1/2 feet to a dead line.

Being a part of the northeasterly part of Lot No. 1, Block 27 on the Map of the Resubdivision of Cumberland Nurseries, as of record in Book 161, page 166, Register's Office for said County, and described according to a survey made by Arbo Engineering Co., dated May 22, 1965, as follows:

Beginning at a point in the southerly margin of Elberta Street, south 87° 43' east 3 feet from an iron pin in the southerly margin of said Street; said point being 233 feet east from the easterly margin of Nolensville Road; thence with the southerly margin of Elberta Street, south 70° 43' east 50 feet to a point; thence south 1° 42' west 98.6 feet to a point; thence north 88° west 3.4 feet to an iron pin; thence north 88° west 46.6 feet to a point; thence north 1° 42' east 98.85 feet to the point of beginning.

For the above stated consideration, the following agreements are agreed to: (1) Buyer is to have the right of refusal option to purchase the remaining property owned by Seller as set out in Deed Book 2593, page 44, R. O. D. C.; (2) Seller and his asigns are to have the right to install a sewer overflow on the property herein purchased if no sewer connection is available and if so ordered by the County Health Department and the surface of the land is to be restored and maintained by the Seller suitable for parking: (3) the Buyer grants a personal permission to the Sellers and any of their immediate children and/or the occupants of their home on the adjacent property to park on the premises herein transferred as may be required by the Metropolitan Planning Commission, provided (a) that the lot is cleared during the time of religious services of the Church and (b) Seller and/or his children continue to hold sole ownership of the adjacent property as set out in Book 2593, page 44, R. O. D. C.

Land in Davidson County, Tennessee, Being the westerly 92 feet of Lot No. 3 of Block 27 on the Map of the Re-subdivision of part of Cumberland Nurseries, as of record in Book 161, page 166, Register's Office for said County.

Said westerly part of Lot No. 3 fronts 92 feet on the southerly side of Elberta Avenue and runs back between parallel lines 187.5 feet to an alley.

Being part of Lot No. 3 of Block 27 in the Re-subdivision of Cumberland Nurseries, as of record in Book 161, page 166, Register's Office for said County, described as follows:

Beginning at a point 92 feet east of the northwest corner of Lot No. 3, running thence south parallel with the western margin of Lot No. 3, 187.5 feet to the north line of Lot 7; thence with the north line of Lot No. 7, east 70 feet to a point; thence north 187,5 feet to the south margin of Elberta Street; thence west, with the southern margin of Elberta Street, 70 feet to the beginning.

Lots 1 and 2 are subject to a sanitary sewer right-of-way easement for Metropolitan Government, Nashville, Davidson County, Tennessee, as recorded in Book 4144, Page 993 and Book 4161, Page 811, in said Register's Office.

*expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.*

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*Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.*

*The word "Trustors" when used herein shall apply to parties both singular and plural.*

*IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the* 16th *day of* December, *19* 76

HOUSE OF DAVID

By: Woodring M. Fryer, Trustee

By: Vonda M. Fryer, Trustee
Being all of the Trustees of
House of David

CHRIST CHURCH, UPC

By: L. H. Hardwick, Jr., Minister

By: N. L. Carson

By: John W. Saucier

By: Thomas E. Templeton

Being all of the Trustees of Christ Church, UPC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me, ....., a Notary Public in and for said County and State, .....*

*the within named 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 .....Tennessee, this.....day of....., 19.....*

.....*Notary Public*

*Commission expires.....*

STATE OF.....
COUNTY OF.....

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*Personally appeared before me,* .....*, a Notary Public in and for said County and State,* .....

.....

*the within named 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,* Cynthia P. Henderson, *a Notary Public of the State and County aforesaid, personally appeared* Woodring M. Fryer and Vonda M. Fryer, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves to be Trustees *of the* House of David, *the within named bargainor,* ~~XXXXXXXXX~~ *and that* they *as such* Trustees, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of* ~~XXXXXXXXXXX~~ House of David *by* themselves as Trustees.

*Witness my hand and seal, at office in* Nashville, Tennessee
*this* 16th *day of* December, *19*76.

Cynthia P. Henderson *Notary Public*

*Commission expires* November 1, 1980

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Cynthia P. Henderson, a Notary Public of the State and County aforesaid, personally appeared L. H. Hardwick, Jr., N. L. Carson, John W. Saucier and Thomas E. Templeton, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Trustees of Christ Church, UPC, the within named bargainor and that they as such Trustees, being authorized so to do, executed the foregoing instrument for thepurpose therein contained, by signing the name of Christ Church, UPC by themselves as Trustees.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of December, 1976.

Cynthia P. Henderson
Notary Public

My Commission expires:

November 1, 1980

**INSTALLMENT DEED**

FROM
The Trustees of Christ Church, UPC
TO
The Trustees of House of David

D81746

CROSS REFERENCE

DEC 17 3 54 PM '76

REGISTER
DAVIDSON CO., TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE