BOOK 5130 PAGE 748

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

CHRISTIAN EDUCATION, INC.

TO

KENNETH R. WAYMAN AND WIFE,

MARJORIE JUNE WAYMAN

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kenneth R. Wayman et ux (NAME)	Same (NAME)	11-2-116
702 Cantrell Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash, Tenn. 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

APR 4 11 46 AM '77

FEE REGISTER DAVIDSON COUNTY, TENN.

D96840

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 31,200.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF April, 1977

Notary Public

MY COMMISSION EXPIRES: 3/18/79

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ($31,200.00)
THIRTY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS

of which $ 12,200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith in the original principal amount of $19,000.00, payable to grantors herein named in 4 annual installments as follows: On the 2 day of April, 1978, the sum of $5,000.00, and thereafter the sum of $5,000.00 on the 2 day of each succeeding April, the last installment for the sum of $4,000.00, being due on the 2 day of April, 1981. The unpaid principal bears interest at the rate of 7% per annum, to be computed from time to time on the unpaid principal balance and to become due and payable on each and every payment date.

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,

Christian Education, Inc.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Kenneth R. Wayman and wife, Marjorie June Wayman

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

A tract of land lying both in Cheatham and Davidson Counties, Tennessee, described according to a copy of a survey made by E. Ralph Roberson, Jr., Surveyor, dated March 9, 1977, as follows:

BEGINNING at an iron pin set in the westerly margin of Old Charlotte Pike, said point being the northeast corner of the property conveyed to Garlon Crossno and wife, Carolyn Crossno of record in Book 5005, page 302, Register's Office for Davidson County, Tennessee; thence with Crossno's northerly line, North 67 deg. 30' West, 1,450.86 feet to an iron pin; thence North 02 deg. 59' West 974.19 feet to a point in the southerly line of the John Muri Cripple Children's Home Property; thence with said line of said John Muri Cripple Children's Home Property, North 75 deg. 11' East, 1,435.50 feet to a rock marked "H"; thence South 06 deg. 50' West, 1,246.59 feet to a fence post, a corner to Wayman's southwest corner; thence South 83 deg. 35' East 364.58 feet to a fence post in the westerly margin of Old Charlotte Pike; thence with the westerly margin of Old Charlotte Pike, South 19 deg. 06' West 423.19 feet to a point; thence continuing with said margin of said Pike, South 21 deg. 51' West 231.91 feet to the point of beginning, containing 44.61 acres, more or less.

BEING the same property conveyed to Christian Education, Inc., by quitclaim deed from Houston T. Ezell and Charles D. Whorley, of record in Book 5130, page 746, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Visible easements and any existing roads or rights-of-way.

unimproved (X)
This is improved ( ) property, known as ---------- (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.

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 Charles C. Morrow 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 $ 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 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 2nd day of April 19 77.

Kenneth R. Wayman

Marjorie June Wayman

CHRISTIAN EDUCATION, INC.

BY: Kenneth E. Redmon
President

ATTEST: Howard M. Dandy
Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kenneth R. Wayman and wife, Marjorie June Wayman

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 2nd day of April, 19 77.

Mrs. Douglas L. Sanders, Notary Public

DOUGLAS L. SANDERS NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 5/5/77

APR-47 CONV 31,200.00
APR-47 MORTG 19,000.00
APR-47 S'TAX B* 81.12
APR-47 S'TAX B* 17.00
APR-47 MTG TAX B* 38
APR-47 RECD Kenneth Redmon B* 4.00 * 102.62

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kenneth Redmon, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Christian Education, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of April, 19 77.

Mrs. Douglas L. Sanders, Notary Public

MRS. DOUGLAS L. SANDERS NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Commission expires 5/5/77