PREPARED BY:
John W. Nelley, Jr., P.C.
26th Floor, First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 5388 PAGE 80

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Liberty Freewill Baptist Church	3107 Louise Dr.	119-10
(NAME:) 2840 Logan St	c/o James L. Valentine (NAME)	~~PARCEL 34~~
(STREET ADDRESS OR ROUTE NUMBER) Nashville TN 37211	(STREET ADDRESS) Nashville TN 37211	P/O 34
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eleven Thousand Dollars ($11,000.00)---------- *Dollars,*
of which One Thousand Five Hundred Dollars ($1,500.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Nine Thousand Five Hundred Dollars ($9,500.00)----- *Dollars,*
the Trustees of the Liberty Freewill Baptist Church (hereinafter referred to as the Grantee)
ha. ve *executed*

a note dated of even date herewith made payable to the Grantor in the principal amount of Nine Thousand Five Hundred Dollars ($9,500.00) payable in sixty (60) equal monthly installments of One Hundred Ninety-Nine Dollars and 52/100 ($199.52) which includes both principal and interest at the rate of 9½%, the first installment due February 16, 1979, and the other consecutive monthly installments thereafter until the principal and interest have been paid in full (said note is hereby incorporated by reference).

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, Mary L. Polk, a widow, (hereinafter referred to as the Grantor)
have this day bargained and sold, and do hereby transfer and convey unto the said Liberty Freewill Baptist Church
its representatives, *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

A lot or parcel of land in the 6th, formerly the 9th, Civil District of said County and State and being described as follows:

Beginning on the easterly margin of Logan Avenue, fifty-five (55) feet north of the northwest corner of the property conveyed to Marvin E. Smith, et ux, of record in Book 4407, Page 396, Registers Office for said County; thence eastwardly one hundred sixty (160) feet more or less to the St. Edwards School tract of land; thence southwardly with a common line with said St. Edwards School tract fifty-five (55) feet more or less to the northeast corner of the said Smith tract; thence, with a common line with the said Smith tract, westwardly one hundred sixty (160) feet more or less to the easterly margin of Logan Avenue; thence, with the easterly margin of said Avenue, northwardly fifty-five (55) feet to the point of beginning.

Being part of the same property conveyed to Mary L. Polk from James C. Dickens, et ux, of record in Book 3850, Page 614, Registers Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 11,000.00
Subscribed and sworn to before me, this the 16th day of January 19 79
James L Valentine Sr.
Affiant
My commission expires: 6-7-80 (Affix Seal)
Frank D. Hostetter Jr.
Notary Public

This is improved (XX) unimproved ( ) property, known as 2840 Logan 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 Grantee
its representatives, *(successors),*
heirs and assigns forever. I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*
I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee
its representatives,
(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 John W. Nelley, Jr., *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 $ fair market value of improvements *(but 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 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.

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 Registers 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.

Witness our hand S this 16th day of January, 19 79 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Mrs. Mary Lindsay Polk

LIBERTY FREEWILL BAPTIST CHURCH (Grantee)

By: James L. Valentine Sr.
James L. Valentine Sr. Trustee

By: James L. Valentine Jr.
James L. Valentine Jr. Trustee

By: James Tucker
James Tucker, Trustee. Capp Tucker

Capp Tucker, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Frank J. Hostetler Jr., *a Notary Public in and for said County and State,* Mrs. Mary Lindsay Polk, a widow,

the within named 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* 16th *day of* January, *19* 79.

Frank J. Hostetler Jr. *Notary Public*

Commission expires June 7, 1980

JAN 23 79 CONV 11,000.00
JAN 23 79 MORT'G *9,500.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JAN 23 79 S'TAX B* 28.60
JAN 23 79 S'TAX B* 7.50
JAN 23 79 RECD'D Frank J. Hostetler Jr. B* .50
JAN 23 79 B* 40.00

Before me, Frank J. Hostetler Jr. *a Notary Public of the State and County aforesaid, personally appeared* James Valentine, James Tucker & Capp Tucker, James L. Valentine Jr. *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* the Trustees *of the* Liberty Freewill Baptist Church, *the within named bargainor, 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 the corporation by* themselves Trustees.

Witness my hand and seal, at office in Nashville, *this* 16th *day of* January, *19* 79.

Frank J. Hostetler Jr. *Notary Public*

Commission expires June 7, 1980

INSTALLMENT DEED

FROM Mrs Mary Lindsay Polk

TO Liberty Freewill Baptist Church

F. I. 0856

IDENTIF. REFERENCE

JAN 23 10 03 AM '79

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208