25/ ...

Installment Deed

BOOK 5545 PAGE 287

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alton R. Aldridge (NAME)	same (NAME)	~~82-5~~ 81-11
2312 Deerwood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. ~~27~~ 425 Ia
Nashville, Tenn. 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	~~[illegible]~~ 2W 23320

FOR AND IN CONSIDERATION of the sum of Seven Thousand Five Hundred Dollars (\$7500.00), of which Two Thousand Five Hundred Dollars (\$2500.00) ~~Dollars,~~ ~~xxxxxx~~ has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Five Thousand Dollars (\$5000.00) ~~Dollars, has been paid in cash,~~ Alton R. Aldridge has executed his promissory note, said note being of even date herewith, being due on or before one year from its date, being payable to the order of Trustees of First Presbyterian Church at Nashville, providing for ~~xxxxx~~ interest on the unpaid balance at the rate of ten percent (10%) per annum from date until paid,

~~xx~~ ~~xxxxxxx~~

and providing for payment of costs and expenses, including reasonable *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,* we, T. H. Mitchell, William M. Blackie and G. Daniel Brooks, as Trustees of First Presbyterian Church at Nashville

have this day bargained and sold, and do hereby transfer and convey unto the said Alton R. Aldridge, his

~~xxxxxxxxxx~~, *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 195 in T. D. McGavock and others plan, called the Addition to the Town of McGavock, a plan of which is of record in Book 21, Page 41, Register's Office for Davidson County, Tennessee, and described as follows:

Said Lot No. 195 fronts 100 feet on the easterly side of Fourteenth Avenue, North, formerly Alberta Avenue, and extends eastwardly between parallel lines 170 feet to an alley, being the same property, the southerly half of which was conveyed to W. W. Berry, A. M. Shook, and Percy Warner, Trustees of the First Presbyterian Church of Nashville, Tennessee, by deed from W. H. Raymond, N. P. LeSueur, and Charles S. Kinkead, Trustees, and W. C. Alexander, Stated Clerk, respectively of the Presbytery of Nashville, of record in Book 498, Page 292, Register's Office for Davidson County, Tennessee, and the northerly half of which was conveyed to W. W. Berry, Percy Warner, and A. M. Shook, Trustees of the First Presbyterian Church of Nashville, Tennessee, by deed from G. H. Smith and wife, G. A. Smith, of record in Book 513, Page 654, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is \$ 7500.00

[signature]
Affiant

Subscribed and sworn to before me, this the 10 day of December 19 79

[signature]
Notary Public

My commission expires: 1-18-81 (Affix Seal)

The conveyance of the foregoing property was duly approved at a meeting of Trustees of First Presbyterian Church at Nashville, held on November 14, 1979, by motion passed by all members entitled to vote thereon.

Trustees of First Presbyterian Church at Nashville, a Tennessee corporation, joins herein for the purpose of releasing any interest it has or might have in the property herein conveyed and of perfecting title in the said Alton R. Aldridge, his heirs and assigns.

The improvements on the property are sold and conveyed AS IS, and any and all liability for defects, patent or latent, in or with respect to such improvements is herewith disclaimed.

This is unimproved (XX) improved ( ) property, known as 1716 4th Ave., N. (House Number) (Street) Nashville, Tn. 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 Alton R. Aldridge, his

~~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.*

The foregoing covenants, together with those hereafter made, are made by each individual trustee in his representative, and not individual, capacity and each disclaims any personal liability thereon.

We *further covenant and bind* ourselves and our successors ~~in office~~ ~~representatives~~ *to warrant and forever defend the title to said real estate to said* Alton R. Aldridge, his

~~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 Alton R. Aldridge

hereinafter referred to as trustors, hereby transfer and convey unto Frank M. Farris, 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:*

~~The~~ ~~undersigned~~ ~~Trustors~~ ~~shall~~ ~~keep~~ ~~the~~ ~~improvements~~ ~~now~~ ~~existing~~ ~~or~~ ~~hereafter~~ ~~erected~~ ~~on~~ ~~the~~ ~~property~~ ~~insured~~ ~~as~~ ~~may~~ ~~be~~ ~~required~~ ~~from~~ ~~time~~ ~~to~~ ~~time~~ ~~by~~ ~~the~~ ~~Beneficiary~~ ~~against~~ ~~loss~~ ~~by~~ ~~fire~~ ~~and~~ ~~other~~ ~~hazards,~~ ~~casualties~~ ~~and~~ ~~contingencies~~ ~~in~~ ~~such~~ ~~manner~~ ~~and~~ ~~for~~ ~~such~~ ~~period~~ ~~as~~ ~~may~~ ~~be~~ ~~required~~ ~~by~~ ~~the~~ ~~Beneficiary,~~ ~~and~~ ~~insure~~ ~~and~~ ~~keep~~ ~~insured~~ ~~all~~ ~~fixtures~~ ~~and~~ ~~personal~~ ~~property~~ ~~subject~~ ~~to~~ ~~the~~ ~~lien~~ ~~of~~ ~~this~~ ~~instrument.~~ ~~The~~ ~~policy~~ ~~or~~ ~~policies~~ ~~shall~~ ~~be~~ ~~held~~ ~~by~~ ~~the~~ ~~Beneficiary,~~ ~~and~~ ~~be~~ ~~in~~ ~~such~~ ~~company~~ ~~or~~ ~~companies~~ ~~as~~ ~~may~~ ~~be~~ ~~satisfactory~~ ~~to~~ ~~the~~ ~~Beneficiary.~~ ~~All~~ ~~insurance~~ ~~shall~~ ~~be~~ ~~carried~~ ~~in~~ ~~companies~~ ~~authorized~~ ~~to~~ ~~do~~ ~~business~~ ~~under~~ ~~the~~ ~~laws~~ ~~of~~ ~~Tennessee.~~ ~~The~~ ~~Trustors~~ ~~will~~ ~~deliver~~ ~~to~~ ~~the~~ ~~Beneficiary~~ ~~all~~ ~~policies~~ ~~and~~ ~~renewals~~ ~~thereof~~ ~~at~~ ~~least~~ ~~thirty~~ ~~(30)~~ ~~days~~ ~~before~~ ~~the~~ ~~expiration~~ ~~of~~ ~~any~~ ~~such~~ ~~policy.~~ ~~In~~ ~~the~~ ~~event~~ ~~of~~ ~~loss~~ ~~the~~ ~~Trustors~~ ~~will~~ ~~give~~ ~~immediate~~ ~~notice~~ ~~by~~ ~~mail~~ ~~to~~ ~~the~~ ~~Beneficiary,~~ ~~who~~ ~~may~~ ~~make~~ ~~proof~~ ~~of~~ ~~loss~~ ~~if~~ ~~not~~ ~~made~~ ~~promptly~~ ~~by~~ ~~the~~ ~~Trustors,~~ ~~and~~ ~~each~~ ~~insurance~~ ~~company~~ ~~concerned~~ ~~is~~ ~~hereby~~ ~~authorized~~ ~~and~~ ~~directed~~ ~~to~~ ~~make~~ ~~payment~~ ~~for~~ ~~such~~ ~~loss~~ ~~directly~~ ~~to~~ ~~the~~ ~~Beneficiary~~ ~~instead~~ ~~of~~ ~~to~~ ~~the~~ ~~Trustors~~ ~~and~~ ~~the~~ ~~Beneficiary~~ ~~jointly,~~ ~~and~~ ~~the~~ ~~insurance~~ ~~proceeds~~ ~~or~~ ~~any~~ ~~part~~ ~~thereof~~ ~~may~~ ~~be~~ ~~applied~~ ~~by~~ ~~the~~ ~~Beneficiary~~ ~~at~~ ~~its~~ ~~option~~ ~~either~~ ~~to~~ ~~the~~ ~~reduction~~ ~~of~~ ~~the~~ ~~indebtedness~~ ~~hereby~~ ~~secured~~ ~~or~~ ~~to~~ ~~the~~ ~~restoration~~ ~~or~~ ~~repair~~ ~~of~~ ~~the~~ ~~property~~ ~~damaged.~~ ~~In~~ ~~the~~ ~~event~~ ~~of~~ ~~foreclosure~~ ~~of~~ ~~this~~ ~~instrument~~ ~~or~~ ~~other~~ ~~transfer~~ ~~of~~ ~~title~~ ~~to~~ ~~the~~ ~~property~~ ~~in~~ ~~extinguishment~~ ~~of~~ ~~the~~ ~~indebtedness~~ ~~all~~ ~~right~~ ~~and~~ ~~title~~ ~~of~~ ~~the~~ ~~Trustors~~ ~~in~~ ~~and~~ ~~to~~ ~~the~~ ~~insurance~~ ~~policies~~ ~~then~~ ~~in~~ ~~force~~ ~~shall~~ ~~pass~~ ~~to~~ ~~the~~ ~~purchaser~~ ~~or~~ ~~grantee.~~

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 10 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 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, as of the 10 day of December, *19* 79

Alton R. Aldridge

T. H. Mitchell

William M. Blackie

G. Daniel Brooks

Trustees of First Presbyterian Church

TRUSTEES OF FIRST PRESBYTERIAN CHURCH AT NASHVILLE

By Joseph Martin, Jr., President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Donna Elaine Lewis *a Notary Public in and for said County and State,* T. H. Mitchell, William M. Blackie, and G. Daniel Brooks, as Trustees of First Presbyterian Church at Nashville

*the within named bargainor*s*, 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* 10th *day of* December, *19* 79

DONNA ELAINE LEWIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Donna Elaine Lewis *Notary Public*

Commission expires 1-18-81

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Donna Elaine Lewis, *a Notary Public in and for said County and State,* Alton R. Aldridge

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

Witness my hand and official seal at Nashville, Tennessee
this 14th *day of* December, *19* 79.

Donna Elaine Lewis *Notary Public*

Commission expires 1-18-81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Jo Ann Stewart, *a Notary Public of the State and County aforesaid, personally appeared* Joseph Martin, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Trustees of First Presbyterian Church at Nashville *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* himself *as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 7th *day of* December, *19* 79.

Jo Ann Stewart *Notary Public*

Commission expires July 23, 1981

INSTALLMENT DEED

FROM
T. H. Mitchell, et al., Trustees

TO
Alton R. Aldridge

F 68633

IDENTIF. REFERENCE

DEC 18 2 16 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5545 PAGE 291

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

7500.00- CO
5000.00- MO
19.50 CO TX
3.00 MO TX
.50 PRFEE
12.00 MORTG
CHECK 35.00-
2673A12/18/79 RGL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F68633

IDENTIF. REFERENCE

DEC 18 2 16 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 732245