INSTALLMENT DEED

BOOK 5545 PAGE 581

For and in Consideration of the sum of One Hundred Sixty Thousand and No/100 ($160,000.00) Dollars, of which Forty Six Thousand Four Hundred and No/100 ($46,400.00) Dollars, has been paid in cash by James E. Bryan the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirteen Thousand Six Hundred and No/100 ($113,600.00) Dollars, the said James E. Bryan has executed his one note of even date herewith in the principal amount of $113,600.00, payable to the order of Ezell-Harding Christian School on or before January 15, 1980, and being non-interest bearing.

~~all of said notes bearing six per cent interest from date~~ and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Ezell-Harding Christian School

have this day bargained and sold, and do hereby transfer and convey unto the said James E. Bryan his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract 1: A tract of land in the 2nd Civil District of Davidson County, Tennessee, being part of Lot No. 3 in the partition of the lands of Willis L. Shumate, deceased, a plan of which is of record in Will Book 10, page 129, County Court Clerk's Office for Davidson County, Tennessee.

STARTING at a point in the intersection of the westerly margin of Rural Hill Road and the southerly margin of Murfreesboro Road; thence northwesterly along the margin of Murfreesboro Road, 300 feet to a post; thence extending back between parallel lines in a southerly direction 250 feet on both the easterly and westerly lines to posts in the rear and the measured distance between said two posts being 300 feet.

Tract 2: Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by E. L. Miller, Jr., & Company, October 19, 1965, as follows:

Beginning at the southwest intersection of Rural Hill Road and Murfreesboro Road at the southeast corner of the property conveyed to J. E. Moss, by deed from Ida Mae Grey, of record in Book 3404, page 439, Register's Office for said County; thence with said Moss southern boundary line, South 79° 05' West 251.6 feet to an iron pin; thence south 53° 00' east 236.1 feet to the westerly margin of Rural Hill Road; thence with the same, north 20° 00' east 120 feet to a state highway concrete monument, and continuing with the same, north 13° 29' east 80 feet to the beginning, containing 0.5 acres, more or less.

Being the same property conveyed to Ezell-Harding Christian School, by deed from J. E. Moss and wife, Ann H. Moss, of record in Book 5229, page 714, and by deed from the Wardens and Vestryman of the Church of the Advent, Episcopal, of record in Book 5406, page 496, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Bryan, his heirs and assigns forever. It covenants 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.

It does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said real estate to said James E. Bryan his 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 me in hand paid, me, the said James E. Bryan

do hereby transfer and convey unto Jno. B. Cobb, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said James E. Bryan

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 interst may appear.

I 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 I 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 I, the said James E. Bryan 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 James E. Bryan 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 Jno. B. Cobb, Jr., Trustee, shall be vested in said successor.

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 Ezell-Harding Christian School and James E. Bryan hereunto set our hands at Nashville, Tennessee, this the 18 day of Dec. 1979

EZELL-HARDING CHRISTIAN SCHOOL,

By: Russell Kennedy

Russell Kennedy, President

James E. Bryan

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James E. Bryan

the 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 18 day of Dec, 1979

Commission Expires 2-15-81

Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

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Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Russell Kennedy, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Ezell-Harding Christian School 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 18 day of Dec, 1979.

Robert F. Bryan, Notary Public.

Commission expires 2-15-81.

(over for additional acknowledgements)

INSTALLMENT DEED

FROM EZELL-HARDING CHRISTIAN SCHOOL

TO James E. Bryan

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 68726

IDENTIF. REFERENCE

RUSH

DEC 19 8 56 AM '79
FELIX Z. MALONE II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Bryan	James E. Bryan	Map 149
Rural Hill Road at Murfreesboro Road (NAME)	Rural Hill Rd at Murfreesboro Rd (NAME)	Par 57
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37217	Nashville, Tennessee	2D 2000
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Jno. B. Cobb, Jr., Attorney
105 Stahlman Building
Nashville, Tennessee, from information furnished by the parties.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 160,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18 DAY OF Dec 1979

Robert F. Bryan
Notary Public

MY COMMISSION EXPIRES: 2-15-81

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5545 PAGE 585

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
			160000.00- CO	
			113600.00- MO	
			416.00 CO TX	
			111.60 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 540.10-	
2674A	12/19/79	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F68726

IDENTIF. REFERENCE

DEC 19 8 56 AM '79

REGISTER
DAVIDSON COUNTY, TENN.

No. 732339