5313 GR/PA 435.10- CHECK

Installment Deed

BOOK 5594 PAGE 393

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Christ Church Pentecostal (NAME:)	Same (NAME:)	Map 161
15354 Old Hickory Blvd. (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	Pag 69
Nashville, TN 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Four Thousand Nine Hundred Eighty and No/100 ($124,980.00)---------- *Dollars,*

of which Twenty-Five Thousand and No/100---------- ----------($25,000.00)------ *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety-Nine Thousand Nine Hundred Eighty and No/100----------($99,980.00)--- *Dollars,*

Christ Church Pentecostal *has executed*
its promissory note of even date in the amount of Ninety-Nine Thousand Nine Hundred Eighty and No/100 ($99,980.00) Dollars payable to R. D. Anderson & Alice A. Hines in fifteen (15) yearly installments as follows: on the 22 day of April, 1981, the sum of Six Thousand Six Hundred Sixty-Five and 33/100 ($6,665.33) Dollars and thereafter the sum of Six Thousand Six Hundred Sixty-Five and 33/100 (6,665.33) Dollars on the 22 day of April of each succeeding year. The last installment, the sum of Six Thousand Six Hundred Sixty-Five and 38/100 ($6,665.38) Dollars being due on the 22 day of April, 1995. The unpaid principal bears interest at the rate of ten per centum (10%) per annum, and is payable on the same date as each yearly installment (see attached schedule).

In the event of default in the payment of any installment, principal or interest, the same shall bear interest at the rate of 10% per annum from & after its due date

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, R. D. Anderson and Alice A. Hines

have this day bargained and sold, and do hereby transfer and convey unto the said Christ Church Pentecostal, a Tennessee-not for profit corporation its *(successors), heirs and assigns,*

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

BEGINNING at a point in the center of Old Hickory Boulevard, Southeast corner of Bk. 4575, P. 933, then with said centerline, with a curve to the right, delta of 10 deg. 19 min. 33 sec., radius of 1360.00 feet, a distance of 245.10 to a point, then with the East line of Bk. 4949, Pg. 354, North 17 deg. 42 min. 46 sec. West, passing a post at 44.4 feet, in all 425.13 feet to a fence post, North 30 deg. 45 min. 12 sec. West, 126.17 feet to a post, continuing with the North line of Bk. 4949, Pg. 354, South 61 deg. 15 min. 00 sec. West, 298.27 feet to an iron pin, then with a fence, North 31 deg. 51 min. 12 sec. West, 53.83 feet to an iron pin, South 83 deg. 35 min 24 sec. West, 426.76 feet to an iron pin, continuing with a fence and then leaving said fence, North 88 deg. 48 min. 36 sec. West, 343.83 feet to an iron pin in the East line of Bk. 4657, Pg. 840, then with said line and with the line of Bk. 5440, Pg. 662, North 03 deg. 43 min. 03 sec. East, 842.57 feet to a post, then with the South line of Bk. 4637, Pg. 449, South 85 deg. 47 min. 59 sec. East 1087.67 feet to a post, then with the West line of Bk. 5234, Pg. 614, with a fence, South 06 deg. 28 min. 37 sec. West, 312.89 feet to a post, South 26 deg. 39 min. 51 sec. West, 169.00 feet to a post, South 42 deg. 01 min 43 sec., East, 154.22 feet to an iron pin, with the South line of Bk 4575, Pg. 933, South 37 deg. 01 min. 43 sec. East, 477.77 feet to the beginning; containing 20.83 acres more or less and being the remainder of Bk. 3735, Pg. 35, 6th Civil District, Davidson Co., Tennessee.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $ 124,980.00

Affiant

Subscribed and sworn to before me this the 28 day of April, 1980

Notary Public

My commission expires 10-6-1980

(Affix Seal)

BEING the same property which Dorothy M. Anderson conveyed her part to Alice A. Hines by deed dated 18 day of April, 1980, and recorded in Book 5592, Page 261, Register's Office of Davidson Co., Tennessee.

This lien is subordinated to an indebtedness to Peoples Bank & Trust Company of Natchitoches, Louisiana, to secure also a present indebtedness owed said bank by R. D. Anderson.

unimproved (X)
This is improved ( ) property, known as ..... (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 Christ Church Pentecostal its *(successors),* ~~XXX~~ *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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Christ Church Pentecostal its *(successors),* ~~XXX~~ *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 Christ Church Pentecostal *hereinafter referred to as trustors, 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 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

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 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 21 *day of* April, *19* 80

R.D. Anderson

Alice A. Hines

Christ church Pentecostal

by L.H. Hardwick, Jr., Presdent

James O. Wallace, Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersign, *a Notary Public in and for said County and State,* R.D. Anderson, a single person

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

Witness my hand and official seal at Nashville, *Tennessee, this* 21 *day of* April, *19* 80

NOTARY PUBLIC AT LARGE

Notary Public

Commission expires 10-6-1980

BOOK 5594 PAGE 396

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

Personally appeared before me, THE UNDERSIGN, a Notary Public in and for said County and State, ALICE A. HINES - A SINGLE PERSON SHE 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 NATCHITOCHES LOUISIANA this 21 day of APRIL, 1980

Lewis C. Hunter Jr. Notary Public

Commission expires May 11, 1983

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Charles C Morrow, a Notary Public of the State and County aforesaid, personally appeared L H Hardwick Jr & James O Walker Jr with whom I am personally acquainted, and who, upon oath, acknowledged themself to be President & Secretary of Christ Church Pentecostal the within named bargainor, a corporation, and that they as such Officers being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themself as President & Secretary

Witness my hand and seal, at office in Nashville Tn this 24 day of April, 1980

Charles C Morrow Notary Public

Commission expires 10-6-80

PUSH

F 86470

IDENTIF. REFERENCE

APR 24 2 09 PM '80

FELIX Z. HUDSON II REGISTER
DAVIDSON COUNTY, TENN.

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

INSTALLMENT DEED

FROM
R. D. ANDERSON, ET AL

TO
CHRIST CHURCH PENTECOSTAL

THIS INSTRUMENT PREPARED BY:
Charles C. Morrow, Attorney
3221 Nolensville Road
Nashville, TN 37211
Phone: (615) 832-0138

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

BOOK 5594 PAGE 397

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
			124980.00- CO	
			99980.00- MO	
			325.00 CO TX	
			98.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	435.50-
5313A04/24/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 86470.

IDENTIF. T REFERENCE

APR 24 2 05 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 754143