THIS DEED PREPARED BY:
J. C. DALE, JR., ATTORNEY
14th Floor
Nashville City Bank Building
Nashville, Tennessee 37201

BOOK 5602 PAGE 763

INSTALLMENT DEED

FROM: SCARRITT COLLEGE FOR CHRISTIAN WORKERS

TO: LEMONT CURRY, TRUSTEE

| ADDRESS NEW OWNER AS: | SEND TAX BILLS TO: | MAP-PARCEL NOS. |
|---|---|---|
| Lemont Curry, Trustee<br>652 Lenore Street<br>Nashville, Tennessee 37206 | Same | Map 105-1<br>Parcel 218 |

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $45,000.00.

Donald Fulbright
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 8th DAY OF MAY, 1980.

Suzanne Buchanan
Notary Public

My Commission Expires: Oct. 17, 1982

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND DOLLARS ($45,000.00), of which the sum of FIVE THOUSAND DOLLARS ($5,000.00) has been paid in cash by LEMONT CURRY, TRUSTEE, hereinafter called "GRANTEE" to SCARRITT COLLEGE FOR CHRISTIAN WORKERS, hereinafter called "GRANTOR", the receipt of which is hereby acknowledged and for the remainder of said purchase price the said GRANTEE has executed his Installment Note in the principal sum of FORTY THOUSAND DOLLARS ($40,000.00), bearing interest from date at twelve (12%) per cent per annum payable to GRANTOR or its order, as follows:

On or before the 15th day of June, 1980 the sum of FOUR HUNDRED TWENTY-ONE DOLLARS AND TWENTY-NINE CENTS ($421.29) being the first of sixty (60) monthly installment payments of like amount which are payable on consecutive months on the 15th day of each such month until said sixty (60) monthly installments are fully paid;

And on the 15th day of June,1985, the GRANTEE will pay to the GRANTOR the entire balance of principal and interest owing on said Note, which if payments have been made as provided will amount to THIRTY-EIGHT THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS ($38,261.25). Said Note further provides for the payment of reasonable attorney's fees and costs in the event GRANTEE defaults in the making of any payment required by the terms of said Note and this Deed of Trust and the same is placed in the hands of an attorney for collection. A Vendor's Lien is retained on the property hereinafter described and hereby conveyed to secure the payment of said Note, principal and interest, and attorney's fees and costs, if accrued under the provisions hereof, in consideration of all of which GRANTOR has bargained and sold and by these presents does transfer and convey unto the said GRANTEE, his successors and assigns as Trustee with full power to assign, mortgage and convey without the joinder of any beneficiaries, the certain parcel or tract of land in Davidson County, State of Tennessee described as follows, to-wit:

Being Lot No. 60 in Boyd Ament Tract, a plan of which is of record in Book 21, Page 83, Register's Office for said County.

Said Lot No. 60 fronts 50 feet on the north side of Edgehill Avenue, formerly Jackson or Pendleton Street, and extends back between parallel lines 168 feet to an alley.

9363

Being the same property conveyed to Scarritt College for Christian Workers by deed of R. E. Worrall, County Court Clerk of Davidson County, Tennessee on the 24th day of May, 1974 and recorded in Book 5596, Page 160, Register's Office for Davidson County, Tennessee.



Said property is improved property known as 1416 Edgehill Avenue, Nashville, Tennessee 37212.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LEMONT CURRY, TRUSTEE, with full power to assign, mortgage, and convey without joinder of any beneficiaries, his successors and assigns, forever, and GRANTOR covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for unpaid Metropolitan Property Taxes, which if any are payable for years prior to 1980, will be paid by GRANTOR, and 1980 Property Taxes which will be prorated as of date of the deed.

GRANTOR further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said GRANTEE and his successors and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said installment lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as the installments thereof mature, as hereinafter provided, and for the consideration of One Dollar ($1.00), to him in hand paid, said GRANTEE, the said LEMONT CURRY, TRUSTEE, does hereby transfer and convey unto J. C. DALE, 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.

GRANTEE, the said LEMONT CURRY, TRUSTEE, does hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured for fire and extended coverage in some reliable insurance company or companies for at least the sum of $40,000.00 until the note 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 and holder of said note as its interest may appear.

GRANTEE further agrees 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 he fails to do either, then the said Truatee, or the lawful owner and holder of said note, 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 at the highest legal rate.

Now, if GRANTEE, the said LEMONT CURRY, TRUSTEE, shall pay the note aforesaid when due, according to its 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 he fails to pay any such installment or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; he fails to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty (30) 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 note, all remaining unpaid installments 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 (20) days' notice by three (3) 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. GRANTEE agrees, that the Trustee may, at any time after default in the payment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. GRANTEE further agrees 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 amounts owing on the note 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 LEMONT CURRY, TRUSTEE, his representatives,successors, 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 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 J. C. DALE, 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 SCARRITT COLLEGE FOR CHRISTIAN WORKERS, as GRANTOR and LEMONT CURRY, TRUSTEE, as GRANTEE, have executed this Installment Deed GRANTOR by its duly authorized officers, and GRANTEE in person, on this the 15th day of May, 1980, at Nashville, Tennessee.

SCARRITT COLLEGE FOR CHRISTIAN WORKERS

ATTEST: Andrew L. Pinedict III
Secretary

BY: Donald Hedley
Interim President

"GRANTOR"

Lemont Curry Trustee and individually
LEMONT CURRY, TRUSTEE

"GRANTEE"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Before me, Suzanne Buchanan, a Notary Public of the State and County aforesaid, personally appeared DONALD J. WELCH, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Interim President of Scarritt College for Christian Workers, the within named bargainor, a corporation, and that he as such Interim President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Interim President.

Witness my hand and official seal at office in Nashville, Tennessee this 8th day of May, 1980.

Suzanne Buchanan
Notary Public

My Commission Expires:
Oct. 17, 1982

STATE OF
COUNTY OF

Personally appeared before me, Lemont Curry, a Notary Public in and for said County and State, the within named LEMONT CURRY, TRUSTEE and individually, 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 the 15 day of May, 1980.

Janet L. Henderson
Notary Public

My Commission Expires:
Jan. 22, 1984

F 89657

IDENTIFICATION REFERENCE

MAY 16 10 00 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | 45000.00- CO | |
| | | | 40000.00- MO | |
| | | | 117.00 CO TX | |
| | | | 38.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK 167.50- | |
| | | | 93633E5/16458 BAL .0- | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

F 8965 /.

IDENTIF. REFERENCE

MAY 16 10 00 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

**No.** 758035