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BOOK 5798 PAGE 852

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

RADNOR BAPTIST CHURCH, INC.

TO

STEPHEN P. DURHAM (SINGLE)

For draftsman's use

OFFICE TOM COLEMAN
ATTY.
BOX 110603
NASH. TENN
37211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
STEPHEN P. DURHAM (NAME)	SAME (NAME)	119-14
140 SUNRISE AVENUE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	322
NASHVILLE, TENNESSEE 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	06DA-30271

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

SEP 25 4 18 PM '81

FELIX Z. MILLSON II REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$30,000 [signature]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF September 1981.

E. Bierkeaus
Notary Public

~~MY COMMISSION EXPIRES:~~ Dep. Reg.

~~(AFFIX SEAL)~~

G 6 1 4 7 9

FOR AND IN CONSIDERATION OF the sum of THIRTY THOUSAND AND 00/100 ($30,000.00) DOLLARS

of which $ _____ has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees *Have this day executed His one promissory note.*

LIEN #1 *The principle sum of $30,000.00 plus interest of 15% payable to Randall and Sadie Baskin on one brick house on Lot #22 on the map of Sunrise Avenue as of record in book 421, page 17, register's office Davidson County, Tennessee according to a plan*

RTGAGE #1 *of said property made by W. B. Southgate. Lot #22 fronts 50 FT. on the northerly side of Sunrise Avenue and runs back between parallel lines 160 FT. to an alley. Lot being part of the same property conveyed to B.B.D. Properties from John N. Fowler as recorded in the register's office Davidson County, Tennessee Book 5640, page 552 and Book 5797, page 754 from B.B.D. Properties to Radnor Baptist Church, Inc. Lien #1 is to be paid by Stephen P. Durham.*

*Said note is payable in 35 consecutive monthly installments of $375.00 each, including interest being at the rate of 15% per annum on the unpaid principal sum and the 36th. and final installment becoming due and payable on August 1, 1984 in the amount of***

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

RADNOR BAPTIST CHURCH, INC.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

STEPHEN P. DURHAM

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

***the then unpaid principal sum together with any accrued interest. The first payment falling due on the 1st. day of August, 1981 and continuing in consecutive monthly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.*

Stephen P. Durham
STEPHEN P. DURHAM, GRANTEE

Paul F. Durham
PAUL F. DURHAM, CO-SIGNER

Have this day executed their one promissory note.

LIEN #2 *The principle sum of $7,500.00, interest at 1½ over prime payable to B.B.D. Properties on one brick house on Lot #22 on the map of Sunrise Avenue as of record in book 421, page 17, register's office, Davidson County, Tennessee according to a plan of said*

TGAGE #2 *property made by W. B. Southgate. Lot #33 fronts 50 FT. on the northerly side of Sunrise Avenue and runs back between parallel lines 160 FT. to an alley. Lein #2 is to be paid by Radnor Baptist Church, Inc. Lot being part of the Same property conveyed to B.B.D. Properties from John N. Fowler as recorded in the register's office Davidson County, Tennessee , Book 5640, Page 552, and Book 5797, Page 754 from B.B.D. Properties to Radnor Baptist Church, Inc.*

SIGNING FOR RADNOR BAPTIST CHURCH, INC.

J.D. BOULTON, CHAIRMAN OF DEACONS

Richard T. Sinner
RICHARD T. SINNER, SECRETARY OF DEACON

unimproved ( )
This is improved (X) property, known as *140 Sunrise Ave. Nash. Tenn.* *37211*
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto_____ Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $_____ 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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 1st day of June, 19 81.

RADNOR BAPTIST CHURCH, INC.

J. D. Boulton Ch./Deacons Stephen P. Durham

Richard T. Sinner Sec/Deacons Paul F. Hunter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dwyer P. Brandt, a Notary Public in and for said County and State, the within named J. D. Boulton, Richard T. Sinner, Jr., Stephen P. Durham & Paul F. Hunter, the bargainor, 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 1st day of June, 19 81.

Dwyer P. Brandt, Notary Public

Commission expires My Commission Expires Oct. 15, 1983

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____, the within named bargainor, a corporation, and that ____ he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____.

Witness my hand and seal, at office in _____,

this _____ day of _____, 19_____.

_____, Notary Public.

Commission expires _____.

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THIS FORM FURNISHED BY ATTORNEYS TITLE CO.

INSTALLMENT NOTE

"DEED OF TRUST" OR "INSTALLMENT DEED"

36 Monthly Installments

BOOK 5798 PAGE 854

$ 30,000.00 Nashville, Tennessee August 1, 19 81

For value received I promise to pay to the order of Randall & Sadie Baskin the principal sum of Thirty Thousand Dollars ($ 30,000.00), in monthly installments as follows, namely: On the First day of August , 19 81 the sum of Three Hundred & Seventy Five Dollars ($ 375.00), and thereafter a like amount on the 1st. day of each succeeding month thereafter and the remaining balance of said principal sum on the 1st day of August , 19 81. Said payments to be applied first to payment of interest at the rate of 15% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full, and the 36th. payment being the full balance of both principal & Interest. All installments of both principal and interest due on this note are payable in Nashville, Tennessee, at par in lawful money of the United States of America, in the office of C.I.S. INC. 3709 Nolensville Rd. Nash.Tn. 37211

This note is secured by a Installment deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by Radnor Baptist Church, Inc. Nash., Tenn. 37211 to Stephen P. Durham Nashville, Tennessee 37211 conveying Map-Parcel Numbers 119-14-322-06DA-30271 as recorded in Book 5797, page 754 from B.B.D. Properties to Radnor Baptist Church, Inc. in said county.

Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

My Commission Expires Oct. 15, 1983

NOTARY

Stephen P. Durham

Paul F. Durham

Co-Signer

PAYMENTS MADE

Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.

ENDORSEMENTS

Date Paid	Interest	Principal	Balance	Init.

Date Paid	Interest	Principal	Balance	Init.

Date Paid	Interest	Principal	Balance	Init.

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

RECEIVED OF _____

FOR _____

BOOK 5798 PAGE 856

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
			30000.00- CO	
			37500.00- MO	
			78.00 CO TX	
			35.50 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	126.00-1
			9956A09/25/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G61479

T
IDENTIF. REFERENCE

SEP 25 4 18 PM '81

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 845376