INSTALLMENT DEED BOOK 5825 PAGE 937

For and in Consideration of the sum of Sixty Thousand

Dollars,

of which Twelve Thousand Nine Hundred Fifty and 31/100 ********** Dollars,

has been paid in cash by David Lipscomb College

the receipt of which is hereby acknowledged, and for the remainder Forty Seven Thousand

Forty Nine and 69/100 ********** Dollars,

the said David Lipscomb College has

assumed an existing indebtedness of record in Book 5577, page 875, Register's Office for Davidson County, Tennessee and has also executed an Installment Deed Note of even date payable to Mary Love Johnston in the amount of $11,600.00 payable in 36 equal monthly installments of $390.86 which includes interest at the rate of 13% per annum.

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, Mary Love Johnston, an unmarried person,

have this day bargained and sold, and do hereby transfer and convey unto the said

David Lipscomb College, its heirs and assigns,

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

Being Lot No. 20 and the southerly 7 feet of the easterly 90 feet of Lot No. 21 of Block "R" on the map of Maplehurst, as of record in Book 843, Pages 22 and 23, Register's Office for said County, described as follows:

Beginning on the westerly margin of Rosemont Avenue at the southeast corner of the property conveyed to Carrol B. Ellis and wife, Ellen M. Ellis, by deed from Harvey Crawford and wife, of record in Book 2693, page 46, said Register's Office; thence with said Ellis' southerly line westwardly 90 feet; thence at right angles southwardly 7 feet to the line between Lots Nos. 20 and 21; thence with same westwardly 85 feet to the northeast corner of Lot No. 15; thence with the line between said Lot Nos. 15 and 20 wouthwardly 50 feet to the corner of lots Nos. 15, 16, 19 and 20; thence with the line between said Lots Nos. 19 and 20 eastwardly 175 feet to the westerly margin of said Rosemont Avenue; thence with same northwardly 57 feet to the beginning.

Being the same property conveyed to Mary Love Johnston by deed from Augusta L. West and wife, Golden A. West, of record in Book 5577, page 872, Register's Office for said county.

This is unimproved ( ) improved ( ) property, known as 3773 Rosemont Avenue Nashville, Tennessee
(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 Mary Love Johnston heirs and assigns forever she covenant that she 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.

She further covenant and bind herself, her heirs and representatives, to warrant and forever defend the title to said real estate to said David Lipscomb College, its 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 it in hand paid, ____, the said David Lipscomb College

do hereby transfer and convey unto T. Larry Edmondson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

____, the said David Lipscomb College 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.

It 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 it 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 it, the said David Lipscomb College 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 it 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; it 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. it 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. it 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 David Lipscomb College 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 T. Larry Edmondson, 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 Mary Love Johnston and David Lipscomb College hereunto set our hands at Nashville, Tennessee, this the 20th day of November 19 81

Alan Hall

Mary Love Johnston

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Thomas Larry Edmondson, a Notary Public in and for said County and State, the within named Mary Love Johnston

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

Witness my hand and official seal at Nashville Tennessee, this 20th day of November, 19 81

Commission Expires 1-18-82

Thomas Larry Edmondson, 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

BOOK 5825 PAGE 940

Before me, Thomas Larry Edmondson, a Notary Public of the State and County aforesaid, personally appeared Steve Platt with whom I personally acquainted, and who, upon oath, acknowledged himself to be Assistant V.Pres of the Business Affirs of David Lipscomb College, the within named bargainor, a corporation, and that he as such Ass. V.Pres. 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 Ass. V-Pres

Witness my hand and seal, at office in Nashville, Tennessee this 20th day of November, 1981

Thomas Larry Edmondson
Notary Public

Commission expires 1-18-82

(over for additional acknowledgements)

INSTALLMENT DEED

FROM Mary Love Johnston, an unmarried person,

TO David Lipscomb College

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

G. 70352

IDENTIF. REFERENCE

RUSH

DEC 2 9 20 AM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Lipscomb College (NAME)	Same (NAME)	Map 117-16
		Par. 87
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37203	(STREET ADDRESS)	16 DA 07465
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

T. Larry Edmondson
4301 Hillsboro Rd.
Nashville, Tennessee
37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 60,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF November, 1981

Notary Public

MY COMMISSION EXPIRES: 1-18-82

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5825 PAGE 941

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
			60000.00-	CO
			11600.00-	MO
			156.00	CO TX
			9.60	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	178.10-
0842A	12/02/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 703 52

IDENTIF. REFERENCE

DEC 2 9 20 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 855846