This Instrument Prepared By:
Bass, Berry & Sims (WS)
2700 First American Center
Nashville, Tennessee 37238

# Installment Deed

BOOK 5951 PAGE 739

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| First Baptist Church | Same | 93-15 |
| (NAME:) Seventh and Broadway | (NAME:) | 114 & 116 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37203 | (STREET ADDRESS) | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

*FOR AND IN CONSIDERATION of the sum of* Fifty Thousand and NO/100 ($50,000) *Dollars,*
*of which* Five Thousand ($5,000) *Dollars, has been paid in cash,*
*the receipt of which is hereby acknowledged, and for the remainder* Forty-Five Thousand and NO/100 ($45,000) *Dollars,*
First Baptist Church *has executed*

an Installment Deed Note of even date herewith in the principal sum of $45,000.00, plus interest at the rate of 12% per annum, due October 12, 1997, payable to the order of Wilson Sims, Trustee, and payable in installments as specified in said Note.

*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,* Wilson Sims, Trustee, with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary
has ~~have~~ does *this day bargained and sold, and do hereby transfer and convey unto the said* First Baptist Church its *the Grantee herein, ~~their~~ (successors), ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being parts of lots Nos. 1 and 2 and lots Nos. 3 and 4 on the Plan of J. M. Murrell's Addition to South Nashville, as of record in Plan Book 1, page 86, Chancery Court at Nashville.

Parts of lots Nos. 1 and 2 described as follows: Beginning on the northerly margin of Lafayette Street, as widened, at a point 84.9 feet west of the westerly margin of Wharf Avenue, being George W. Kleiser's southwest corner, as now established; thence with said Kleiser's westerly line, northwardly 121.4 feet to the southerly margin of an alley; thence with said alley, westwardly 32 feet to an iron pin, the northeast corner of lot No. 3; thence with the line between lots Nos. 2 and 3 southwardly 116.3 feet to the northerly margin of Lafayette Street, as widened; thence with said street, eastwardly, 40.8 feet to the beginning.

Said lot No. 3 described as follows: Said lot fronts 40 feet on the north side of Murfreesboro Pike or Lafayette Street as now widened, and located, and runs back between lines, 111 feet more or less on the west line and 117 feet more or less on the east line, to an alley in the rear, measuring 40 feet thereon.

Said lot No. 4 described as follows: Said lot No. 4 fronts 40 feet on the north side of Lafayette Street (or Murfreesboro Road) as widened, and extends between parallel lines approximately 111 feet on the east side and 105 feet on the west side to an alley in the rear.

Being the same property conveyed to Wilson Sims, Trustee with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary, by deed from Eddie Lewis and wife, Bernice Lewis, of record in Book 4506, page 477, Register's Office for Davidson County, Tennessee.

Said property is unencumbered, except for 1982 taxes, a lien, but not yet due and payable, said taxes have been prorated and assumed by the Grantee and Fill Slope easements vested in the

City of Nashville, by decree entered in Minute Book 37, pages 22 and 306, Third Circuit Court for Davidson County, Tennessee.



STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 17th day of October 1982

My commission expires: 4-20-86 (Affix Seal)

Affiant

Notary Public

unimproved (X)

This is improved (X) property, known as...212...Lafayette...Street,...Nashville,...Tennessee
(House Number) (Street) P.O. Address: (City or Town)

Lafayette Street, Nashville, Tennessee

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their (successors), 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 said real estate to said Grantees, their (successors), 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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto* James S. Tate Jr. *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 ~~XXXXXXX~~ interest from the date of payment and shall be and become a part of the indebtedness secured hereby. at the highest rate allowed by law



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 12 day of October, 1982.

J. Russell McGrath
Orville Sargent
Evelyn Johnson
[illegible]
John O Ellis
Violet Medlin
Annie Ward Byrd
[illegible]

Wilson Sims, Trustee

Wilson Sims, Trustee

First Baptist Church

BY: [illegible]

Its: Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Wilson Sims, Trustee

the within named 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 12 day of October, 1982.

NOTARY PUBLIC

Annie M[illegible] Notary Public

Commission expires 7-27-86

STATE OF Tennessee }
COUNTY OF Davidson }

*Personally appeared before me,* Frances D. Seale, *a Notary Public in and for said County and State,* J. Russell McGrath, Orville Nugent, Evelyn Johnson, N.B. Curry, John O. Ellis, Violet Medlin, Annie Ward Byrd, G. B. Clark, Wilson Sims & Walter Harwood *the within named bargainor S., 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* Nashville, Tn *this* 17th *day of* October, 1982.

Frances D. Seale *Notary Public*

*Commission expires* 4-20-84

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* *, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Trustees *of the* First Baptist Church, *the within named bargainor, a corporation, and that* they *as such* Trustees, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves Trustees

*Witness my hand and seal at office in* Nashville, Tennessee, *this* 17th *day of* October, 1982.

Frances D. Seale *Notary Public*

*Commission expires* 4-20-84

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

*J. Russell McGrath, Orville Nugent, Evelyn Johnson, N.B. Curry, John O. Ellis, Violet Medlin, Annie Ward Byrd, G.B. Clark & Walter Harwood

IDENTIFICATION REFERENCE

Oct 19 10 08 AM '82

FELIX Z. WILSON III REGISTER DAVIDSON COUNTY, TN

H 13 70

RUSH

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

INSTALLMENT DEED

FROM
Wilson Sims, Trustee

TO
First Baptist Church

4782 10/19 185.50- CHECK

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

RECEIVED OF BOOK 5951 PAGE 743

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 |
|---|---|---|---|---|
| | | | 50000.00- CO | |
| | | | 45000.00- MO | |
| | | | 130.00 CO TX | |
| | | | 43.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 12.00 WDEED | |
| | | | CHECK | 185.50- |
| 4782A | 10/19/82 | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H I 3 11 7.0

IDENTIF. REFERENCE

OCT 19 10 08 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 905433