INSTALLMENT DEED BOOK 6231 PAGE 726

For and in Consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 ----------

----------($100,000.00)---------- Dollars,

of which THIRTY FIVE THOUSAND NO/100---------- Dollars,

has been paid in cash by John Randolph Elder

the receipt of which is hereby acknowledged, and for the remainder SIXTY FIVE THOUSAND AND

NO/100 ----------($65,000.00)---------- Dollars,

the said John Randolph Elder has

executed his one installment deed note of even date herewith payable to the order of West End Church of Christ on or before three (3) years from date; payments to interest only at the rate of 12% per annum payable semi-annually for a period of 3 years, with the first installment to interest to become due and payable on the 1st day of January, 1984, and other semi-annually thereafter to be computed on the unpaid principal balance. Payments to principal may be made in any amount on any interest paying date.

INT. FROM 11-11-83

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, we, J. E. Adams, Otis M. Carter, H. Carl Hartman, Bruce Sinclair and William Jones, Trustees of West End Church of Christ

have this day bargained and sold, and do hereby transfer and convey unto the said John Randolph Elder his heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 47 on the Map of Mrs. John H. Williams' Heirs Subdivision of Lot No. 159 of the Boyd Home Plan, of record in Book 161, page 42, Register's Office for said County.

Said Lot No. 47 fronts 50 feet on the easterly side of 21st Avenue, South and runs back between parallel lines, 160 feet to an alley.

Being the same property conveyed to Trustees of the West End Church of Christ, James E. Adams, John S. Cayce, Lytton K. Clark, Ottis M. Carter and J. R. Overall, by quitclaim deed from Boggs E. Huff, President; C. Dallas Wiseman, Jr., Secretary; and Clarence C. McDowell, Treasurer; the officers of the Christian Student Center, Inc., of record in Book 5453, page 42, Register's Office for Davidson County, Tennessee.

In addition to the property hereinabove described there is also conveyed in this instrument the following items of personalty: All stoves, refrigerators and air conditioners.

The grantors represent and warrant that no encroachments exist and further that in the event that the premises may be assessed for real estate taxes for the remainder of the current year, such taxes will be paid by grantors.

This is unimproved ( ) improved (X) property, known as 124 21st Avenue, South (House Number) (Street) P. O. Address: Nashville, Tenn (City or Town) (Zip Code)

02/15 335.50- CHECK

3450

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John Randolph Elder his 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 successors ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said John Randolph Elder his 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 in hand paid, I, the said John Randolph Elder

do hereby transfer and convey unto John B. Cobb, 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.

I, the said John Randolph Elder 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.

I 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 I 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 I, the said John Randolph Elder 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 I 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; I 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. I 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. I 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 John Randolph Elder, his 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 Jno. B. Cobb, 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 J. E. Adams, Otis M. Carter, H. Carl Hartman, Bruce Sinclair and William Jones, Trustees of West End Church of Christ and John Randolph Elder BOOK 6231 PAGE 728 hereunto set our hands at Nashville, Tennessee, this the 31st day of October 1983

John Randolph Elder

William Jones, Trustee

WEST END CHURCH OF CHRIST

J. E. Adams, Trustee

Otis M. Carter, Trustee

H. Carl Hartman, Trustee

Bruce Sinclair, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. E. Adams, Otis M. Carter, H. Carl Hartman, Bruce Sinclair and William Jones, Trustees of West End Church of Christ, and John Randolph Elder, the bargainors, 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 31st day of October, 1983

Robert E. Murray, Notary Public.

NOTARY PUBLIC MURRAY NUNN DAVIDSON COUNTY

Commission Expires Oct 19 1986

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

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I 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 .....

(over for additional acknowledgements)

103358

IDENTIF. REFERENCE

FEB 15 1 41 PM '84

FELIX A. ... REGISTER
DAVIDSON CO. ..., TN

RUSH

INSTALLMENT DEED

FROM

TRUSTEES OF WEST END CHURCH OF CHRIST

TO

JOHN RANDOLPH ELDER

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 100,000.00
Karen M. Elder
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF Feb 1984.
B. Edwards
Deputy Register

FOLEY CO. - NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Randolph Elder (NAME)	John Randolph Elder (NAME)	92-16, 69
117 Westhampton Pl. (STREET ADDRESS OR ROUTE NUMBER)	117 Westhampton Pl. (STREET ADDRESS)	
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37205 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 100,000.00
Karen M. Elder
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF October 1983.

Notary Public

MY COMMISSION EXPIRES: .....

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

RECEIVED OF _____

FOR _____

BOOK 6231 PAGE 730

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

100000.00- CAMT.
65000.00- MAMT.
260.00 CSTAX
63.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 335.50-
3450A02/15/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

:0335C

IDENTIF. REFERENCE

FEB 15 1 41 PM '84

DAVIDSON COUNTY, TN

No. 13647