Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Lake Providence Missionary Baptist Church (NAME)	Lake Providence Missionary Baptist Church	147-7
4507 Nolensville Road (STREET ADDRESS OR ROUTE NUMBER)	4507 Nolensville Road (STREET ADDRESS)	Par. 99 etc
Nashville Tenn. 37211 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37211 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty thousand dollars and no cents ($50,000.00) BOOK 6412 PAGE 980 *Dollars,*

of which Thirty five thousand dollars and no cents ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen thousand dollars and no cents ($15,000.00) *Dollars,*

The said Trustees of the Lake Providence Missionary Baptist Church, Hershel King, Jr., Trustee; James Watson, Trustee; and Audra Petway, Trustee *have executed*

a promissory installment deed note of even date in the principal amount of fifteen thousand dollars and no cents ($15,000.00) payable without any interest in three (3) annual installments of $5,000.00 each with the first installment due October 25th 1985, and the second and third $5,000.00 installments due on October 25th, 1986, and on October 25th 1987, respectively.

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, The Trustees of the Stones River District Missionary Baptist Association.

have this day bargained and sold, and do hereby transfer and convey unto the said Trustees of the Lake Providence Missionary Baptist Church, Hershel King, Jr., Trustee; James Watson, Trustee; and Audra Petway, Trustee, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Being the Old Providence School Property, in the 6th Civil District of said County, described as follows:

TRACT NO. I: Being about seven miles from Nashville on the Nolensville Turnpike Road, beginning at an iron pin in or near the middle of said turnpike road; thence north 40° west along said road, five poles to a rock; thence north 82-1/2° east along the line of the colored Baptist Church 10 poles to a stake; thence north 27° west along said church lot 2 poles to a stake; thence east 9-1/2 poles to drilled hole in a rock; thence south 64° west 17-1/2 poles to the beginning, containing 54 square poles.

TRACT NO. II: BEGINNING at a point in the center of the Nolensville Turnpike; thence with the center of a roadway north 88° west 665 feet to a stone; thence south 17-1/2° east 125 feet to a stone; thence south 89° east 690 feet to the center of said Nolensville Turnpike, and with same, north 30° west 125 feet to the beginning, containing 1.76 acres, more or less.

EXCLUDING that portion of the subject property within the bounds of Winston Avenue West.

Being the same property conveyed to F. M. Corder, L. R. Hall, S. H. Simpson, Jesse P. Nightingale, and Andrew Jordan, Jr., Trustees of the Stone River District Missionary Baptist Association by deed from Edgar Turrentine and wife, Willomina Turrentine, of record in Book 2480, page 294, Register's Office 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 25th day of October 1984.

Melvin Birdine
Affiant

My commission expires: Notary Public (Affix Seal)

Notary Public

This property is conveyed subject to any and all restrictions and/or easements of record to include those specified and described in instruments of record in Book 3700, Page 104; Book 4053, Page 141, and Book 5461, Page 228; Registers's Office for Davidson County, Tennessee

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unimproved ( )
This is improved (X) property, known as the old Providence School property
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Trustees of the Lake Providence Missionary Baptist Church, Hershel King, Jr., Trustee; Mames Watson, Trustee; and Audra Petway, Trustee 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 successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Trustees of the Lake Providence Missionary Baptist Church, Hershel King, Jr., Trustee; James Watson, Trustee; and Audra Petway, Trustee 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 installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Trustees of the Lake Providence Missionary Baptist Church, Hershel King, Jr., Trustee; James Watson, Trustee; and Audra Petway, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Richard L. Albers, *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 due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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. BOOK 6412 PAGE 982

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 25th *day of* October, *19* 84.

Stones River District Missionary Baptist Association

By:

William Peterson, Trustee

Melvin Birdine, Trustee

Marvis King, Trustee

W. J. Curry, Moderator

Lake Providence Missionary Baptist Church

by:

Hershel King, Jr., Trustee

James Watson, Trustee

Audra Petway, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* William Peterson, Trustee; Melvin Birdine, Trustee; Marvis King, Trustee; W. J. Curry, Moderator; Hershel King, Jr., Trustee; James Watson, Trustee; and Audra Petway, Trustee, *the within named bargainor S, 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* 25th *day of* October, *19* 84

NOTARY PUBLIC

Commission expires November 1, 1987

Notary Public

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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.....

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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.....

INSTALLMENT DEED

FROM

Stones River District Missionary Baptist Association

TO

Hershel King, Jr., James Watson, and Audra Petway, Trustees for the Lake Providence Missionary Baptist Church

This Instrument Prepared by:
Richard L. Albers
Attorney at Law
4344 Kenilwood Drive
Nashville, Tenn. 37204
Phone # 331-5540

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

FILED FOR RECORD AND REGISTERED
DAVIDSON COUNTY, TN
Oct 29 2 49 PM '84

IDENTIFICATION REFERENCE

159580

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6412 PAGE 984

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			50000.00-	CAMT.
			15000.00	WDEED
		VD	15000.00-	WDEED
			15000.00-	MAMT.
			130.00	CSTAX
			13.00	MSTAX
			.50	PRFEE
			12.00	WDEED
			CHECK	155.50-
			2409A10/26/84 SAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 59580

IDENTIF. REFERENCE

Oct 26 2 43 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0080606