THIS INSTRUMENT WAS PREPARED BY:
J. C. DALE, JR., ATTORNEY
Suite 205, Ambrose Building
162 Fourth Avenue, North
Post Office Box 2868
Nashville, Tennessee 37219
615/255-7443

BOOK 6510 PAGE 88

INSTALLMENT DEED

ADDRESS NEW OWNER AS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Rivergate Community Church 814 Berwick Trail Madison, Tennessee 37115	Same	Map # 31 Parcel # 10

FOR AND IN CONSIDERATION of the sum of FIFTY-FOUR THOUSAND AND NO/100 ($54,000.00) DOLLARS of which EIGHT THOUSAND FIVE HUNDRED AND NO/100 ($8,500.00) DOLLARS has been paid in cash by the RIVERGATE COMMUNITY CHURCH, a Tennessee non-profit corporation, hereinafter called "GRANTEE", the receipt of which is hereby acknowledged and for the remainder the said GRANTEE has executed its Installment Promissory Note in the amount of FORTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 ($45,500.00) DOLLARS bearing interest at the rate of ten (10%) per cent per annum to be amortized and paid over a period of thirteen (13) years in equal monthly installments of FIVE HUNDRED TWENTY-TWO AND 28/100 ($522.28) DOLLARS per month, the first such monthly installment being due and payable one (1) month from the date of this Installment Deed, with a like monthly payment being due on the same date of each successive month thereafter until the Note is paid in full in accordance with its terms. The privilege of prepaying said Note in full without penalty is granted to GRANTEE. Said Note provides that in the event of default in payment thereof or if for the protection or enforcement of any rights appertaining to said Note it is placed in the hands of an Attorney the GRANTEE will pay the reasonable fees of such Attorney, and to secure the payment of said Installment Note, principal and interest and Attorney's fees, a lien is expressly retained on the land herein conveyed.

THEREFORE, in consideration of all of the foregoing, MILDRED L. INGRAM, a widow, hereinafter called the "GRANTOR", has this day bargained and sold and does hereby transfer and convey unto said GRANTEE, its successors and assigns, the real estate situated in Davidson County, Tennessee described as follows:

A tract of land in the Second (2nd) Councilmanic District, formerly Tenth (10th) Civil District of Davidson County, Tennessee, described in a survey by Howard George & Associates, Project No. 8475, dated November 3, 1984 as follows:

Beginning at a steel fence post, a corner in Furman G. O'Neal's line, thence S 89° 31' W, 290.80 feet to a 13 inch shagbark hickory; S 88° 03' W, 1081.88 feet to a fence corner post; N 32° 33' W, 106.20 feet to a 4 inch elm; N 42° 44' W, 42.47 feet to a 6 inch hickory; N 56° 00' W, 52.86 feet to a 10 inch elm; N 68° 51' W, 256.94 feet to a 16 inch ash; N 54° 31' W, 52.95 feet to a 4 inch elm; N 36° 40' W, 69.25 feet to an 18 inch elm; N 21° 38' W, 101.94 feet to a 3 inch hickory; N 08° 54' W, 245.79 feet to a point in the fence; N 09° 57' W, 182.21 feet to a point in the fence; N 13° 10' W, 187.80 feet to a point in the fence; N 16° 58' W, 222.02 feet to a 15 inch red oak; N 07° 39' W, 94.10 feet to a 16 inch shagbark hickory; N 32° 32' W, 45.16 feet to a 22 inch chinkapin oak; N 55° 58' W, 128.17 feet to a point in the

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fence; N 60° 17' W, 254.71 feet to a point in the fence; N 63° 52' W, 117.26 feet to a 40 inch black oak; N 39° 37' W, 29.23 feet to a rock pile set at the base of a windthrown chestnut oak; N 22° 39' E, 412.74 feet to a 5 inch sassafras; N 35° 01' E, 74.31 feet to a rock pile; N 66° 34' E, 45.01 feet to a 4 inch locust snag; N 71° 03' E, 182.39 feet to a 4 inch stump; N 74° 50' E, 170.24 feet to an 18 inch chestnut oak; S 42° 15' E, 327.26 feet to a 24 inch red oak; S 38° 25' E, 62.19 feet to a 4 inch elm; S 41° 07' E, 195.01 feet to an iron pin found in a rock pile; S 51° 31' E, 186.91 feet to a 16 inch white oak; S 62° 36' E, 84.63 feet to a 12 inch white oak; S 70° 47' E, 197.67 feet to a 20 inch chestnut oak; N 77° 48' E, 215.97 feet to a 24 inch red oak; N 78° 28' E, 62.64 feet to a 28 inch red oak; N 89° 58' E, 161.01 feet to a 26 inch red oak; S 62° 41' E, 100.99 feet to an 11 inch hickory; S 64° 47' E, 116.11 feet to a point in the fence; S 51° 54' E, 205.21 feet to a 12 inch chinkapin oak; S 77° 04' E, 114.42 feet to a point in the fence; S 71° 04' E, 221.81 feet to a 10 inch hackberry; S 75° 24' E, 311.95 feet to a point in the ditch; thence with the ditch the next three calls: S 22° 16' E, 341.58 feet; S 01° 39' E, 163.19 feet to a 22 inch sugar maple; S 01° 19' W, 183.89 feet; S 67° 30' E, 17.80 feet to a 38 inch sycamore by the road; N 74° 50' W, 132.03 feet to an iron pin (pipe) found on the east side of a spring at the foot of a hill; S 27° 25' W, 603.13 feet to the beginning, containing 83.6 acres, more or less.

Together with an appurtenant right-of-way easement for ingress and egress as established in Deed of record in Book 317, Page 292, Register's Office for said County, by the following language, to-wit:

"We retain a right of way for a road over the land herein conveyed to and from our adjoining lands and convey to the Grantee the same right of way to and from the public road leading to Crocker Springs."

(The road leading to Crocker Springs has been improved and straightened and is now the Lickton Pike.)

This right of way for the benefit of the property hereinabove described has been retained of record by Deeds recorded in Book 494, Page 557, Book 498, Page 454, Book 1320, Page 654 and Book 4184, Page 116, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Mildred L. Ingram from Lewis B. Ingram of record in Deed Book 4184, Page 116, Register's Office for Davidson County, Tennessee.

The said property is improved and the post office address is Whites Creek, Tennessee 37189.

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, the RIVERGATE COMMUNITY CHURCH, a non-profit corporation and its successors and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it and that the same is unencumbered except as herein indicated, and by 1985 Metropolitan Property Taxes which are prorated as of the date of this Deed. I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said real estate to the said GRANTEE, its successors and assigns against the lawful claims of all persons. GRANTEE assumes responsibility for the 1985 taxes.

And now for the purpose of better and more effectually securing the payment of said Installment Note in accordance with its tenor, and rendering unnecessary Court proceedings for the enforcement of said lien in the event of the non-payment of the installments of said Installment Note as they mature, as hereinafter provided, and for the consideration of ONE AND NO/100 ($1.00) DOLLAR to the GRANTEE paid, the said GRANTEE, the RIVERGATE COMMUNITY CHURCH, a corporation by its duly authorized officers does hereby transfer and convey unto BARRY INGRAM, 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 GRANTEE, the RIVERGATE COMMUNITY CHURCH, does 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 the insurable value thereof until the Installment Note 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 and holder of said Installment Note, as her interest shall appear. GRANTEE further agrees 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 fails to do either, then the said Trustee, or the lawful owner and holder of said Installment Note, may do any or all of these things and charge and treat the sum or sums so expended as a part of the indebtedness secured hereby, the same to bear interest from the date of such payment at ten (10%) per cent per annum.

Now if the said GRANTEE shall pay the Installment Note and each installment thereof when due, according to the terms thereof, and pay taxes, keep up repairs, and keep the premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if it fails to pay any installment of said Note promptly at maturity or, if failing to pay taxes, keep up repairs or keep said premises insured as herein provided, or if it fails to reimburse the Trustee or lawful owner and holder of said Installment Note for all sums, with interest, so expended by said Trustee or lawful owner and holder within thirty (30) days from date of such payments, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said Installment Note, all remaining unpaid installments of said Note 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 (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the Front Door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, statutory or elective rights, and all other claims and 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 holder of said Installment Note may bid at any sale under this trust conveyance. GRANTEE agrees that the Trustee may after default in the payment of any installment of said Installment Note for a period of thirty (30) days, enter and take possession of said property and shall only account for the net rents actually received by him. GRANTEE further agrees 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 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:

1. 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.

2. To the payment of all taxes which may be owing and unpaid on said premises.

3. To the payment of all unpaid balance of the Installment Note herein secured with interest as herein provided and any and all sums expended in the protection of said property as herein authorized.

4. The residue, if any, will be paid to the GRANTEE, the RIVERGATE COMMUNITY CHURCH, its successors 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 trust may be required, the lawful owner and holder of said Installment 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 BARRY INGRAM, 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 GRANTOR and GRANTEE have executed the foregoing Installment Deed, the corporate party having executed the same by its duly authorized officers on this 1st day of March, 1985 at Nashville, Tennessee.

Mildred L. Ingram
MILDRED L. INGRAM,

"GRANTOR"

RIVERGATE COMMUNITY CHURCH,
A CORPORATION

ATTEST:

BY: Carl E. Long

TITLE: Chairman of Elders

Diane K. Fuller

TITLE: ~~Secretary~~ Treasurer,

"GRANTEE"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Marie W. Butterworth, a Notary Public in and for said County and State the within named MILDRED L. INGRAM, a widow, the bargainor, with whom I am personally acquainted, who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Goodlettsville, Tennessee this 1st day of March, 1985.

Marie W Butterworth
Notary Public

My Commission Expires: 4-21-85

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5510 PAGE 92

Before me, Judy M. Butler, a Notary Public in and for the State and County aforesaid, personally appeared David E. Long and Diana K. Fuller, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Chairman Elder and Treasurer, respectively of the RIVERGATE COMMUNITY CHURCH, a non-profit corporation, and that David E. Long as such Chairman Elder, being duly authorized so to do, executed the foregoing instrument on behalf of the RIVERGATE COMMUNITY CHURCH, by the signing of the name of that corporation by ~~himself~~ as Chairman Elder, and Diana K. Fuller as Treasurer of said corporation signed said instrument to attest the signature of David E. Long as Chairman Elder.

WITNESS my hand and official seal at Nashville Tennessee this 14th day of March, 1985.

Judy M. Butler
Notary Public

My Commission Expires: 3/30/85

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 54000
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF March 1985.
Deputy Register

RUSH

189020

IDENTIFICATION REFERENCE

MAR 14 10 31 AM '85

DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 6510 PAGE 93

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

54000.00- CAMT.
45500.00- MAMT.
140.40 CSTAX
43.50 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 199.40-
8513A03/14/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 89020

IDENTIFICATION REFERENCE

MAR 14 10 31 AM '85

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 115705