BOOK 7539 PAGE 345

INSTALLMENT DEED

FILE IN BOX #4
#88-4-26

FROM

HOLY TRINITY BAPTIST CHURCH, INC.,

TO

APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, INC.

For draftsman's use

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, ATTORNEYS
Suite 500, One Church Street Bldg.
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, INC. (NAME)	MORTGAGEE: NONE "OWNER" (NAME)	MAP 81-10
1721 23rd Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PARCEL 247
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	8DA-11845

(FOR REGISTER'S USE)

28891

IDENTIFICATION REFERENCE

MAY 9 3 45 PM '88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$62,886.39

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6TH DAY OF MAY, 1988.

Notary Public

MY COMMISSION EXPIRES: November 10, 1991

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-SIX AND 39/100 ---------- ($62,886.39) ---------- **DOLLARS**

of which $ 7,200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed two (2) Notes of even date payable to the order of the Grantor as follows: One Note in the amount of $12,800.00 payable on or before May 1, 1989; and, One Note in the amount of $42,886.39 payable at $400.00 per month, including interest at the rate of 11% per annum, beginning June 1, 1988, and a like sum monthly thereafter until the entire amount, both principal and interest has been paid in full, payments to be credited first to the payment of interest on the unpaid principal balance as shall from time to time remain unpaid, remainder to principal. A late charge of 5% of the installment due shall be charged for payments received after 5 days from due date. This is a wrap-around mortgage and includes payment of a Note secured by a Vendor's lien of record in Book 7020, Page 851, said Register's Office, the payment of which shall continue to be made by the Grantor herein.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

HOLY TRINITY BAPTIST CHURCH, INC.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, INC.,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lot No. 375 on the Subdivision of Lot No. 5 and other Lots of Harding's Bosley Tract, the Plan of which is of record in Book 21, Page 80, Register's Office for said County.

SAID Lot No. 375 fronts 50 feet on the westerly side of 23rd Avenue North and extends back between parallel lines 189 feet to an alley.

BEING the same property conveyed to Holy Trinity Baptist Church, Inc., by Deed from Wayne M. McInturff and wife, Emma S. McInturff, and Jack J. Cohen and wife, Bessie D. Cohen, of record in Book 7020, Page 851, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $55,686.39."

ITEMS included in the sale include: All pews, one (1) piano, one (1) stove, all air-conditioners, and one (1) refrigerator. Grantee agrees to pay therefor the sum of $1,200.00, payable at $100.00 per month for twelve (12) months without interest.

This is (unimproved) (X) property, known as 1721 23RD AVENUE NORTH, NASHVILLE, TENNESSEE 37208
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 us in hand paid, we the said grantees herein do hereby transfer and convey unto RONALD M. CAMPBELL, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $ ins.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 interest may appear. We 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 we 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 we, the said grantees, 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 we 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; we 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 conveyance. We 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. We 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 the grantors herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 6th day of May, 19 88.

HOLY TRINITY BAPTIST CHURCH, INC.

BY: _____
SCOTT HARLEN, Board Member

BY: _____
WILLIE SAVELY, Board Member

APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, INC.

BY: _____
GEORGE McLAURINE, Trustee

BY: _____
CHARLES SHANNON, Trustee

BY: _____
WILLIE MAE McLAURINE, Trustee

BY: _____
CLARINDA BURTON, Trustee

BY: _____
HENRY HAYMER, Trustee

STATE OF TENNESSEE
Davidson County

Before me, Peter Weiss, a Notary Public in and for the State and County aforesaid, personally appeared SCOTT HARLEN and WILLIE SAVELY,

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon their several oaths, acknowledged themselves to be the Board Members of the HOLY TRINITY BAPTIST CHURCH, INC., a corporation, and that they as such Board Members executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Board Members

Witness my hand and official seal at Nashville, Tennessee, this 6th day of May, 1988.

Notary Public

Commission Expires November 10, 1991

STATE OF TENNESSEE
Davidson County

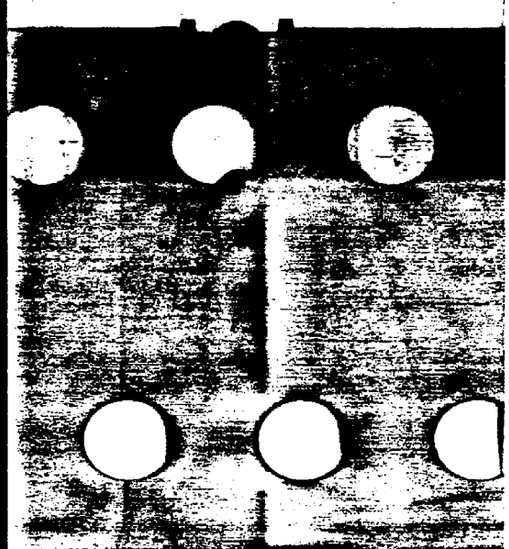
Before me, Peter Weiss, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE McLAURINE, CHARLES SHANNON, WILLIE MAE McLAURINE, CLARINDA BURTON, and HENRY HAYMER,

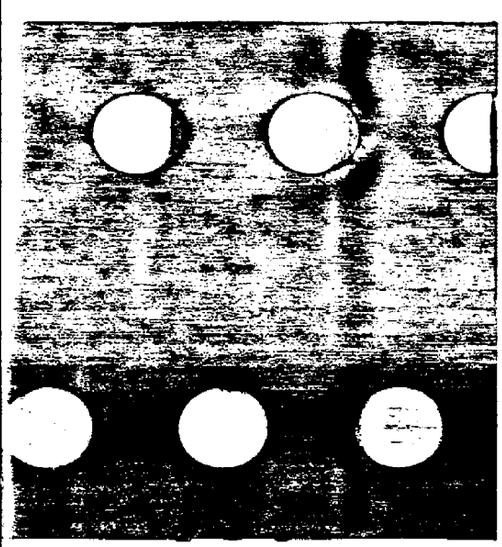
with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon their several oaths, acknowledged themselves to be the Trustees, of the APOSTOLIC OVERCOMING HOLY CHURCH OF GOD, INC., a corporation, and that they as such Trustees executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Trustees

Witness my hand and official seal at Nashville, Tennessee, this 6th day of May, 1988.

Notary Public

Commission Expires November 10, 1991





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7539 PAGE 347

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

DAMT 62886.39
MAMT 55686.39
CON TX 176.12
MOR TX 53.70
[illegible] 0.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 4.00

TOTAL 236.32
CHECK 236.32

05/09/88 01 15:46 0001 5197

2889

IDENTIFICATION REFERENCE

MAY 9 3 45 PM '88

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 89435