This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

EARL C. SHACKLETT CONTRACTORS, INC.

TO

MT. ZION BAPTIST CHURCH

For draftsman's use

This instrument prepared by:
Nella Schneider Hunt, Attorney
222 Third Avenue, North
Nashville, TN 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mt. Zion Baptist Church	Mt. Zion Baptist Church (NAME)	81-16-509
c/o John W. Bailey	c/o John W. Bailey	
918 38th Ave. North (STREET ADDRESS OR ROUTE NUMBER)	918 38th Avenue, North (STREET ADDRESS)	81-16-510
Nashville, TN (CITY) (STATE) (P. O. ZIP)	Nashville, TN (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

032888

JAN 23 2 39 PM '89

FILED & WILSON ST REGISTER DAVIDSON COUNTY TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00 Jo Ann Smith
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF January 1989.

Betty B. Simmons
Notary Public

MY COMMISSION EXPIRES: May 13, 1990

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC

FOR AND IN CONSIDERATION OF the sum of Twenty Five Thousand and No/100----------($25,000.00)---------- DOLLARS

of which $ 1,000.00 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 their one note of even date herewith in the original principal amount of $24,000.00, payable to the order of EARL C. SHACKLETT CONTRACTORS, INC. in two (2) installments of $12,000.00 each, the first of which is due and payable on the 9th day of July, 1989, and the final payment due on the 9th day of January, 1990. Said note is non-interest bearing.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $24,000.00"

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,

EARL C. SHACKLETT CONTRACTORS, INC.

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

TRUSTEES OF MT. ZION BAPTIST CHURCH

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

TRACT I: Land in Davidson County, Tennessee, being Lots Nos. 17 and 18 on the Plan of Porterfield and Glasscock's Addition, of record in Book 19, page 124, said Register's Office.

Said Lots 17 and 18 front together 100 feet on the northerly side of Meharry Boulevard, formerly Porterfield Street and run back between parallel lines 170 feet, more or less, to the margin of a 12 foot alley on which they measure together 100 feet and 6 inches.

TRACT II: Land in Davidson County, Tennessee, being Lot No. 22 and the southerly 16 feet of Lot 21 on the Plan of Porterfield and Glasscock's Addition, of record in Book 19, page 124, said Register's Office.

Said Lot 22 and part of 21 front together 56 feet on the westerly side of Eleventh Avenue, formerly Cumberland Street and run back between parallel lines and with the northerly margin of Meharry Boulevard, formerly Porterfield Street, 160 feet to an alley.

BEING the same property conveyed to Earl C. Shacklett Contractors, Inc., by deed from K. Wayne Jackson and Sue Y. Ralls, Co-Conservators for Julia Brown Jackson Ward (Probate No. 77399) of record in Book 6869, page 463, Register's Office for Davidson County, Tennessee.

This is unimproved (XX) improved ( ) property, known as 1106 Meharry Boulevard (1025 11th Avenue, North) Nashville, TN
(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 Nella S.Hunt 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 advise 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 grantees 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 23rd day of January 19 89.

Earl C. Shacklett
EARL C. SHACKLETT CONTRACTORS, INC.
By: Earl C. Shacklett, President

TRUSTEES OF MT. ZION BAPTIST CHURCH
By: Sidney Patterson
Sidney Patterson, Trustee
By: John W. Bailey
John W. Bailey, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Sidney Patterson and John W. Bailey, Trustees of Mt. Zion Baptist Church the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of January, 19 89.

Jo Ann Smith Notary Public

Commission expires 3/11/91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

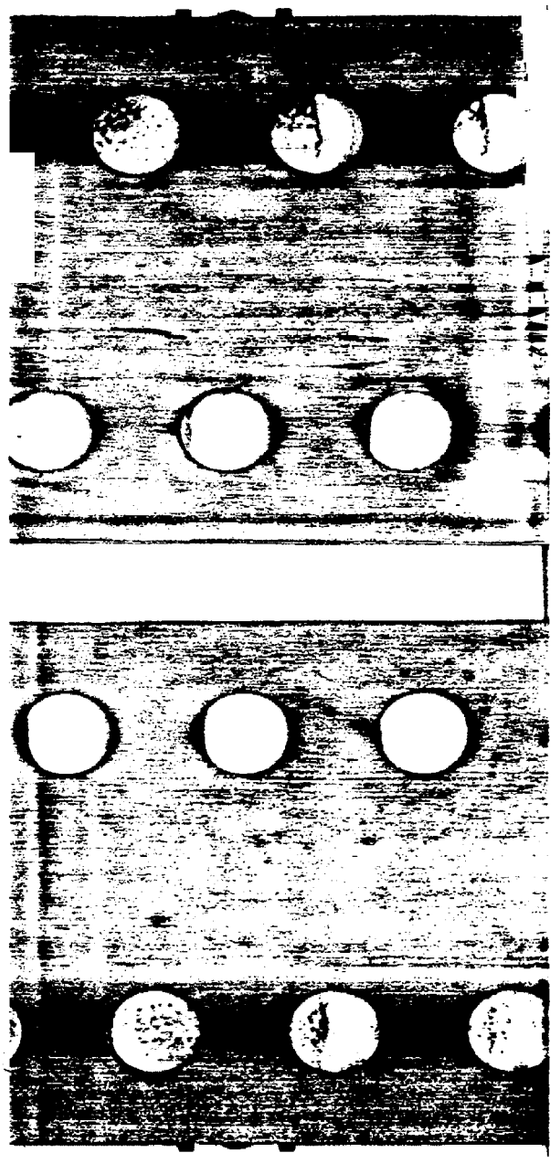
8443 01/23 0101 03CHECK 114.30

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Earl C. Shacklett, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be President of Earl C. Shacklett Contractors, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 23rd day of January, 19 89.

Jo Ann Smith Notary Public

Commission expires 3/11/91



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

RECEIVED OF _____

FOR _____

BOOK 7756 PAGE 618

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
				CAMT 25000.00
				MAMT 24000.00
				CON TX 82.50
				MOR TX 25.30
				PRFEE 0.50
				MDEED 6.00
				TOTAL 114.30
				CHECK 114.30
			01/23/89 01	14:41 0001 8443

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

032888

IDENTIFICATION REFERENCE

JAN 23 2 39 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 175071