Tax Parcel No. W20-18195

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

BOOK 4070 PAGE 336

FOR AND IN CONSIDERATION OF the sum of $9,000.00

NINE THOUSAND AND NO/100---------- DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one note of even date herewith, payable to the Grantors herein, for the sum of $6,500.00, payable $500.00 semi-annually, [illegible] six months from date herewith, plus interest at 6% per annum,



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,

WE, JANIE BELL PRUETT AND HUSBAND, J.H. PRUETT,

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

JACK L. WARD, SR. AND HENRY RAY WARD,

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

Being Lot No. 137 in the unrecorded portion of V.S. Lindsley's Addition, as of record in Book 57, page 25, Register's Office for said County, described as follows:

BEGINNING in the western margin of Meridian Avenue, at the southeast corner of Lot No. 136; thence with said Avenue, southerly 50 feet to a point 550 feet northerly from the northerly margin of Hancock Street (formerly Center Street); thence at right angles to said Avenue, westerly 174-1/4 feet to the easterly margin of an alley; thence with said alley, northerly 50 feet to the southwest corner of said Lot No. 136; thence with the southerly line of said Lot, easterly 174-1/4 feet to the beginning.

Being the same property conveyed to Janie Bell Pruett, by deed from C.N. Rich and wife, as of record in Book 676, page 138, Register's Office.

This is improved property located 822 Meridian Avenue, Nashville, Tennessee.

Send tax statement to Jack L. Ward, Sr., at 822 Meridian Avenue, Nashville, Tennessee.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

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 L. M. Nelson 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 $insurablevalue 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, 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 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:

Taxes will be paid by J. L. & H. R. Ward

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 10th day of October 19 66

Jack L Ward
Jack L. Ward, Sr.

Janie Bell Pruett
Janie Bell Pruett

Henry Ray Ward
Henry Ray Ward

J. H. Pruett
J H Pruett

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Jack L.Ward,SR., and Henry Ray Ward & Janie Bell Pruett and Husband, J.H. Pruett the bargainor S, 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 12 th day of October 1966

Commission Expires 5/7/67 X Pat Burnette Notary Public.

STATE OF Tennessee
Davidson County

Before me, Pat Burnette, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon { their oath / several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____ being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ and attesting the same by the said _____ as such _____ and _____ as such _____

WITNESS my hand and official seal at office in _____ on this the _____ day of _____ 19____

My commission expires _____ Notary Public

PAT BURNETTE NOTARY PUBLIC DAVIDSON COUNTY

R. E. WORRALL COUNTY COURT CLERK DAVIDSON COUNTY, TENN. FILED OCT 13 1966

STATE TAX $ _____
PROBATE 50
TOTAL $ 1.00

R. E. WORRALL COUNTY COURT CLERK DAVIDSON COUNTY, TENN. FILED OCT 13 1966

STATE TAX $ _____
PROBATE 50
TOTAL $ 5.00

INSTALLMENT DEED
G-192748-dm

FROM
JANIE BELL PRUETT, ET VIR

TO
JACK L. WARD, SR., ET AL

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19____ at _____ o'clock _____ M., Noted in Book _____ Page _____ Recorded in Book 4045 Page 335
Recording Fee _____ County Register. Dept. Reg.
By _____

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office

LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

RECEIVED OCT 21 '66 2 25 PM
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

RECORDING FEE 2.50
DEP. REG. .25