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

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map 14
Par. 67.00

FOR AND IN CONSIDERATION OF the sum of $2500.00

TWO THOUSAND FIVE HUNDRED AND NO/100---------- 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 herein have executed their one joint principal note of even date herewith, for the sum of $1500.00, payable to the order of the Grantors herein,with interest at 6% per annum, both principal and interest payable $35.23 monthly, to be applied first to payment of interest on the principal amount, or so much thereof as shall from time to time remain unpaid and the balance to be applied to payment of principal until the amount is paid in full.

The actual consideration for this transfer or value of property (whichever is greater) is $ 2,500.00 : This is equal to or greater than the property would bring at a fair and voluntary sale.

Tommy E. Ward

Sworn to and subscribed before me
this 15 day of April , 19 69

L. A. Ruland

My Commission expires: April 25th, 1970

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,

TOWER REAL ESTATE DEVELOPMENT CORPORATION, a Tennessee Corporation

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

TOMMY E. WARD AND WIFE, NELL R. WARD

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

Being Lot No. 25 on the Plan of the Division of the Bidwell Property in the 14th Civil District of said County, and shown on the Revised Plan made by Hickerson & Hickerson, dated October 20, 1964, as follows:BEGINNING in the east margin of Douglas Road, at the corner of Lots Nos. 24 and 25; thence along the line between said lots, south 84° east 890 feet to an iron pin in the centerline of a Tennessee Gas Transmission Line easement; thence along said centerline, south 45° 05' west 180 feet to the corner of Lots 25 and 26; thence with the line between said Lots, north 83° 32' west 805 feet to the east margin of Douglas Road; thence northerlywith the Road, 140 feet to the beginning,containing 2.7 acres more or less.

Being part of the same property conveyed to Tower Real Estate Development Corporation, a Tennessee Corporation, by deed from William Fendrix Teasley, Trustee, as of record in Book 3788, page 776, and by deed fromL. B.Jones and wife, as of record in Book 3896, page 314, said Register's Office.

This is unimproved property located on Douglas Road, Nashville, Tennessee.
Tax Parcel No. 14D-38585. Send Tax Statements to: Tommy E. Ward, 2130 Cliff Drive, Nashville, Tennessee.

The above described property is conveyed subject to the following restrictions and covenants:

1. Residences constructed on said property must have at least 1000 square feet of liveable floor area on the main floor with a modern indoor bath and if constructed with an attached garage the entrance shall be at the end or rear of said residence. All exterior walls shall be at least 50% brick or stone.

2. A minimum building setback line is hereby established as 200 feet from Douglas Road.

3. All detached buildings constructed on said property shall be painted except in case where outside walls are brick or stone.

4. All barns shall be at least 400 feet from Douglas Road and at least 50 feet from side lines of said property.

5. Any and all buildings shall be completed within 9 months from the time construction is started.

6. Said property will not be permitted to be used to store old or wrecked cars, trucks, road machinery, crates, barrels, boxes, scrap metal or unsightly junk of any kind in excessive quantities on said property unless same is contained within a building.

7. The raising or keeping of swine on any portion of the above described property is prohibited. No more than 50 fowls shall be kept on said property.

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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 ~~XX~~ insurable 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, 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:

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 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 15th day of April 19 69

Tommy E. Ward

Tommy E. Ward

Nell R. Ward

Nell R. Ward

TOWER REAL ESTATE DEVELOPMENT CORPORATION,
A Tennessee Corporation
By: J. W. Cross, III

J. W. Cross, III, President

APR29 CONV *2,500.00
APR29 MORT'G *1,500.00
APR29 S'TAX B* 6.50
APR29 PR'FEE B* .50
APR29 W'DEED B* 4.50 * 11.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Tommy E. Ward and wife, Nell R. Ward the bargainor, 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 this 15th day of April, 1969

Commission Expires April 25th, 1970

L. D. Richards
Notary Public.

STATE OF Tennessee
Davidson County

Before me, L. D. Richards, a Notary Public within and for the State and County aforesaid, personally appeared J. W. Cross, III, with whom I am personally acquainted and who upon { his oath } acknowledged { himself } to be the President and of the Tower Real Estate Development Corporation 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 the said J. W. Cross, III as such President

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 24th day of April, 1969

My commission expires April 25th, 1970

L. D. Richards
Notary Public

INSTALLMENT DEED
G-209335 mas

FROM
TOWER REAL ESTATE DEVELOPMENT CORPORATION

TO
TOMMY E. WARD, ET UX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 29 day of April A. D. 1969
at 12:18 o'clock P M.,
Noted in Book 1388 Page 10
Recorded in Book Page
Recording Fee $ County Register
By Dept. Reg.

IDENTIF. REFERENCE

APR 29 12 18 PM '69
FELIX Z. WILLIAMS REGISTER
DAVIDSON COUNTY, TENN.

Published by
TGT
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

REGISTER'S OFFICE
PLEASE PUT IN TENN. TITLE CO. BOX