Installment Deed

ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. William M. Ward (NAME)	Same (NAME)	116-11
327 Lynwood Boulevard (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4831 PAGE 388 (STREET ADDRESS)	96
Nashville, Tenn. 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINETY THOUSAND and no/100 -------- ($90,000.00) ---------- *Dollars,*

of which SIXTY-FIVE THOUSAND AND NO/100 ---------- ($65,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FIVE THOUSAND AND NO/100 ---------- ($25,000.00) ---------- *Dollars,*

WILLIAM M. WARD and wife, MARGARET N. WARD,

have executed

an Installment Deed Note of even date herewith payable to EBEN A. WORTHAM in One Hundred Twenty (120) consecutive monthly installments beginning October 1, 1974, said installments including principal and interest at the rate of six and one-half (6-1/2%) percent per annum.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Eben A. Wortham

has / ~~have~~ *this day bargained and sold, and* does / ~~do~~ *hereby transfer and convey unto the said* William M. Ward and wife, Margaret N. Ward,

their ~~successors~~), *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 44 and the north part of Lots Nos. 45 and 54 on the Map of Royal Oaks Land Company's Subdivision of the Baker Tract, of record in Book 421, pages 102 and 103, Register's Office for said County, and described according to a survey by S. R. Sanford, Jr., Civil Engineer, February 2, 1944, as follows:

BEGINNING at an iron pin on the westerly margin of Lynwood Boulevard at the common corner of Lots Nos. 43 and 44 in a fence line; thence westerly along said fence and along the line between said lots 383 feet to an iron pin at the common corner of said lots 43 and 44; which is in the easterly margin of Royal Oaks Avenue, (not open); thence along the easterly margin of Royal Oaks Avenue and along the westerly line of Lot No. 44, south 145 feet, (according to said plan, 141 feet), to a post in the easterly margin of said Avenue at the common westerly corner of Lots Nos. 44 and 54, which point is approximately 3 feet south of the center line of a hedge; thence across Lots Nos. 54 and 45, in a southeasterly direction, parallel

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 90,000.00

Subscribed and sworn to before me, this the 1st day of July 1974

My commission expires: 7/31/74 (Affix Seal)

FRANK L. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

to and approximately 3 feet south of the center line of a hedge 423.5 feet to a post in the west margin of Lynwood Boulevard, which point is 2,388-3/4 feet from Hobbs Road; thence northerly along the westerly margin of Lynwood Boulevard, along a slight curve to the west 344 feet to the beginning.

Being the same property conveyed to Eben A. Wortham and wife, Melinda H. Wortham, by deed from Louise F. Tupper, of record in Book 1469, page 243, said Register's Office.

JUL-3	CONV	90,000.00			
JUL-3	MORT'G	25,000.00			
JUL-3 S'TAX			A*	234.00	
JUL-3 S'TAX			A*	23.00	
JUL-3 PR'FEE			A*	.50	
JUL-3	W'DEED		A*	8.00	* 265.50

unimproved ( ) This is improved (X) property, known as 327 Lynwood Boulevard, Nashville, Tenn. 37205
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their ~~successors~~, *heirs and assigns forever.* Grantor *covenants that* he is *lawfully seized and possessed of said real estate in fee simple,* ~~has~~ has *a good right to convey it, and that the same is unencumbered.*

Mary Nell Wortham, the wife of the Grantor, joins herein for the purpose of relinquishing any marital rights she may have in the property conveyed herein.

Grantor *further covenants and binds* himself and his *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their ~~successors~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said William M. Ward and wife Margaret N. Ward, *hereinafter referred to as trustors, hereby transfer and convey unto* Alfred P. White, Jr., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 maximum insurable value, until the indebtedness 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 10 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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 trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* July, *19*74.

Eben A Wortham
EBEN A. WORTHAM

Mary Nell Wortham
MARY NELL WORTHAM

William M. Ward
WILLIAM M. WARD

Margaret N. Ward
MARGARET N. WARD

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, FRANK L. SMITH, JR., *a Notary Public in and for said County and State,* Eben A. Wortham and wife, Mary Nell Wortham,

the within named bargainorS, 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, *Tennessee, this* 1ST *day of* July, *19*74.

FRANK L. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Frank L. Smith
Notary Public

Commission expires 7/31/74

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, FRANK L. SMITH, JR., *a Notary Public in and for said County and State,* William M. Ward and wife, Margaret N. Ward,

the within named bargainorS, 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 1 *day of* July, *19*74.

FRANK L. SMITH, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 7/31/74 *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self* to be ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

TO

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

IDENTIF. REFERENCE

JUL 3 1 22 PM '74
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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