Address New Owner as follows:

Henry Ray Ward
814 Meridian Street
Nashville, Tennessee

Send Tax Bills to:

Same as New Owner

Map-Parcel Numbers:

82-7-92
82-7-93
82-7-91
82-7-89

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PREPARED BY
C. H. BRILEY, JR., ATTORNEY
SUITE 2114, PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

For and in consideration of the sum of $7,500.00, SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS of which $4,500.00 has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has agreed to assume and pay the remaining balance, principal and interest, of the following debts:

(1) Note dated June 26, 1972 in the original principal sum of $10,000.00, payable to the order of David Royce Phillips and wife, Alice Louise Phillips and Ida Jamison and secured by a lien in the deed of record in Book 4613, pages 807 and 808, Register's Office in Davidson County, Tennessee;

(2) Note dated June 13, 1963 in the original principal sum of $5,000.00, executed by B. F. Warren and wife, Betty Jean Warren, payable to First Federal Savings & Loan Association and secured by a deed of trust of record in Book 3593, pages 487, 488, 489 and 490, said Register's Office;

(3) Note dated September 18, 1970 in the original principal sum of $14,000.00, payable to the order of Nubia A. Carter and secured by a lien in the deed of record in Book 4446, page 487, said Register's Office;

(4) Note dated October 1, 1969 in the original principal sum of $10,000.00, payable to the order of J. B. Holt and wife, Margaret Holt and secured by a lien in the deed of record in Book 4369, page 372 and re-recorded in Book 4371, page 264, said Register's Office;

and for the further consideration that Grantee herein has executed his one note of even date herein, payable to the Grantor in the principal sum of $3,000.00, payable $100.00 per month beginning one month from date hereof, including interest at the rate of seven per cent 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.

I, Thomas Michael Ward, the same person as Thomas M. Ward, hereinafter called the grantor has this day bargained and sold, and does hereby transfer and convey unto Henry Ray Ward, herein called grantee, his heirs and assigns, a one-half undivided interest in certain real estate in Davidson County, Tennessee, described on Schedule A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his 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 me in hand paid, I, the said grantee herein do hereby transfer and convey unto Truman S. Wrenne, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said grantee, do hereby agree to keep all buildings now on, or to be hereafter on said property insured in some reliable fire insurance company or companies for at least the insurable value until the note 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 and holder of said note as his interest may appear. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said note 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 I, the said grantee, shall pay the note 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 I fail to pay any said note 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 note, 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 note, or any of said notes then past due and unpaid. The unpaid note 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 outery, 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 executed and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. I agree that the Trustee, may at any time, after default in the payment of any one of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. I 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 grantee herein, his 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.

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 grantor and grantee have hereunto set our hands this the 27th day of January, 1976.

Thomas Michael Ward
(Thomas Michael Ward)

Henry Ray Ward
(Henry Ray Ward)

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration of value, whichever is greater, for this transfer is $20,215.14.

Affiant

Subscribed and sworn to before me, this the 27th day of January, 1976.

My commission expires April 26, 1978

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named Thomas Michael Ward and Henry Ray Ward, the 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 27th day of January, 1976.

Commission Expires April 26, 1978

Notary Public

D34993

TENANTS DIFFERENCE

FEB 6 9 39 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

FEB-6?°	CONV	20,215.14			
FEB-6?°	MORT'G	*3,000.00			
FEB-6?°	S'TAX		B*	52.52	
FEB-6?°	S'TAX		B*	1.00	
FEB-6?°	PR'FEE		B*	.50	
FEB-6?°	W'DEED		B*	8.00	* 62.02

PARCEL I, 816 Meridian Street

Part of the Dr. Van S. Lindsley Addition to Edgefield, Now East Nashville, as per plan in Book 57, page 25, of the Register's Office for said County. Said part begins on the westerly side of Meridian Street, at D. F. Sharpe's northeast corner; running thence north fifty (50) feet with the west margin of Said Street to a point; thence westwardly at right angles to said Street one hundred seventy four (174) feet to an alley; thence southwardly, with the east margin of said alley, fifty (50) feet to D. F. Sharpe's northwest corner; thence eastwardly, with D. F. Sharpe's north line, one hundred and seventy-four (174) feet to the point of beginning, being City Number 816 Meridian Street.

Being the same property conveyed to Henry Ray Ward and Thomas Michael Ward by deed from David Royce Phillips and wife, Alice Louise Phillips & Ida Jamison recorded in Book 4613, page 807, Register's Office for Davidson County, Tennessee.

PARCEL II, 818 Meridian Street

Lot No. 139 on the Map of V. S. Lindsley's Property, of record in Book 57, page 25, Register's Office for said County, but not numbered on said plan, described as follows:
BEGINNING at a point in the westerly margin of Meridian Street, 450 feet north of Hancock Street, being the northeast corner of the property conveyed to Ida Jamison, by deed in Book 1012, page 323; thence along Jamison's north line, westerly 174 feet 3 inches to the easterly margin of a 16-foot alley; thence with the margin of said alley, northerly 50 feet to a point, the southwest corner of the lot conveyed to R. C. Whitsitt, by deed in Book 981, page 299; thence with Whitsitt's southerly line, easterly 174 feet 3 inches to the westerly margin of Meridian Street; thence with the margin of the same, southerly 50 feet to the point of beginning.

Being the same property conveyed to H. Ray Ward and Thomas M. Ward by deed from H. R. Ward and W. B. Ward recorded in Book 4455, page 307, Register's Office for Davidson County, Tennessee.

PARCEL III, 814 Meridian Street

Being in Lindsley's Addition, to Edgefield, plan of which is of record in Book 57, page 25, Register's Office for said County, being on that part of said plan not numbered, being referred to as Lots Nos. 141 and 142, and described as follows:
BEGINNING on the westerly margin of Meridian Street 300 feet northerly from the northerly margin of Hancock Street, formerly Center Street, being J. A. Sharpe's northeast corner; thence with the westerly margin of said Meridian Street, northerly 100 feet; thence at right angles westerly 174 ¼ feet to an alley; thence with said alley southerly 100 feet to J. A. Sharpe's northwest corner; thence with his northerly line, easterly, 174¼ feet to the beginning.

Being the same property conveyed to Henry Ray Ward and Thomas Michael Ward by deed from Nubia A. Carter recorded in Book 4446, page 487, Register's Office for Davidson County, Tennessee.

PARCEL IV, 808 Meridian Street

Part of an unnumbered tract on the Plan of Dr. V. S. Lindsley's Addition to Edgefield, now East Nashville, as of record in Book 57, page 25, and also known as Lot No. 144 in the unrecorded part of said tract, and described as follows:
BEGINNING on the westerly margin of MeridianStreet 200 feet north of the northerly margin of Hancock Street; thence with the westerly margin of Meridian Street northerly 50 feet; thence westerly at right angles 174¼ feet to the easterly margin of an alley; thence with said alley southerly 50 feet; thence easterly 174¼ feet to the point of beginning.

Being the same property conveyed to Henry Ray Ward and Thomas Michael Ward by deed from J. B. Holt and wife, Margaret Holt, recorded in Book 4369, page 372, Register's Office for Davidson County, Tennessee; and re-recorded in Book 4371, page 264.