ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
ELLIOTT WARD, et ux (NAME)	ELLIOTT WARD, et ux (NAME)	116-8/35
218 Woodmont Circle (STREET ADDRESS OR ROUTE NUMBER)	218 Woodmont Circle (STREET ADDRESS)	FB 7DA-9900
Nashville, Tennessee 37205 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37205 (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of FORTY-FIVE THOUSAND ($45,000.00) DOLLARS

of which $ 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 entered into an Installment Deed Note for FORTY-FIVE THOUSAND ($45,000.00) DOLLARS, payable including 8% per annum on the outstanding unpaid principal balance on the first day of July, 1978, in the sum of $376.40 and thereafter on the 1st day of each month, the final said payment being on June 1, 1998. It is understood that at the death of the grantor, said note, at the election of said grantor's estate, is subject to be called for payment in full plus interest at any time within one year. The grantor, ETHEL T. WHITCOMB, hereby agrees to make, and does make, a gift of the monthly payment, on the afore-mentioned note of $376.40, for and during her lifetime for each month during which the grantees allow her to remain in the hereinafter described premises as and for her home, and agree to care for all of her personal, physical and monetary needs, including all of her current living expenses except for the cost of any hospitalization, medication and hospitalization insurance. If at any time MARTHA WARD determines that ETHEL T. WHITCOMB can no longer be maintained in said home, or if it is necessary to hospitalize her, then this gift, being a waiver of the monthly payment, shall cease for that period of time during which she is hospitalized or after she can no longer be maintained in said home. It is agreed by the grantor that at any time the grantees want to put a home improvement first mortgage on this property that the grantor has by this deed subrogated her **

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.

ETHEL T. WHITCOMB, a widow,

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

ELLIOTT WARD and wife, MARTHA WARD,

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

Land in Davidson County, Tennessee, being Lot No. 7 on the plan of a Re-Subdivision of Lots Nos. 29 to 34 and 49 to 54 inclusive in the Kenner-Manor Land Company's Second Subdivision, of record in Book 547, page 136, Register's Office for said County. Said Lot No. 7 fronts 75 feet on the northerly side of Kenner Avenue and runs back 345 feet to a 10-foot strip and shows 54 feet on said strip.

Being the same property conveyed to R. L. Whitcomb, Sr., et ux, by deed from Robert Livingston Landis, et ux, of record in Book 1360, page 412, said Register's Office.

**interest up to $10,000.00 for funds loaned for the improvement of the properties here transferred.

JUL-5[illegible]	CONV	45,000.00		
JUL-5[illegible]	MORT'G	45,000.00		
JUL-5[illegible]	S'TAX		B*	117.00
JUL-5[illegible]	S'TAX		B*	43.00
JUL-5[illegible]	[illegible]		B*	.50
JUL-5[illegible]	W'DEED		B*	4.00 * 164.50

This is improved XX unimproved ( ) property known as 218 Woodmont Circle, Nashville, Tennessee, 37205 (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 convenant 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 FRANK C. INGRAHAM, 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 $ 40,000.00 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 ______ day of ______ 19__

Ethel T. Whitcomb — Elliott Ward

ETHEL T. WHITCOMB — ELLIOTT WARD

~~I acknowledge the gift referred to~~ — Martha Ward

and contained in the Note of even date. — MARTHA WARD

Ethel T. Whitcomb

STATE OF TENNESSEE
COUNTY OF DAVIDSON — ETHEL T. WHITCOMB

The actual consideration or value, whichever is greater, for this transfer is $45,000.00.

Elliott Ward
Affiant

Subscribed and sworn to before me, this the 3rd day of July 1978

My commission expires 11-1-80 — Mary L. Goodman
(Affix Seal) — Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named Ethel T. Whitcomb

the bargainor S, 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, Tn. this 3rd day of July 1978

Commission Expires 4-18-82 — Milton L. McCaskell — Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Mary L. Goodman, a Notary Public of the State and County aforesaid, personally appeared Elliott Ward and Martha Ward with whom I am personally acquainted, and who, upon oath, acknowledged XXXX

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Witness my hand and seal, at office in Nashville, Tennessee this 3rd day of July 1978

Commission Expires 11-1-80 — Mary L. Goodman — Notary Public

This instrument was prepared by:

Frank C. Ingraham, 21st Floor, Parkway Towers, Nashville, Tn. 37219
Name — Address

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INSTALLMENT DEED

FROM

ETHEL T. WHITCOMB

TO

ELLIOTT WARD and wife,
MARTHA WARD

IDENTIF. REFERENCE
JUL 5 3 34 PM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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