INSTALLMENT DEED

For and in Consideration of the sum of Forty two thousand five hundred and no/100 ($42,500.00) Dollars, of which $6,500.00 Dollars, has been paid in cash by David L. Ward and wife Joyce T. Ward the receipt of which is hereby acknowledged, and for the remainder Thirty six thousand and no/100 Dollars, the said David L. Ward and Joyce T. Ward have executed their promissory note in the principal sum of $36,000 dated July 17, 1979 payable to the order of Everett R. Anderson and wife Lucille P. Anderson which note provides for monthly payments of $347.41 each including interest at ten percent (10%) per annum, commencing August 1, 1979 and thereafter on the first day of each succeeding month until full payment is made.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Everett R. Anderson

have this day bargained and sold, and do hereby transfer and convey unto the said David L. Ward and wife Joyce T. Ward heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lot 29 on Block M on the plan of Maplehurst Subdivision, as of record in Book 843, pages 22 and 23, Register's Office for said county.

Said lot 29 fronts 50 feet on the northerly side of Grandview Drive and runs back between parallel lines 150 feet to a dead line. Being the same property conveyed to Everett R. Anderson and wife Lucille P. Anderson by deed from Enola R. Speer of record in Book 4015, page 278, said Register's Office, the said Lucille P. Anderson having since died.

J.I.6.3.3.2

IDENTIF. REFERENCE

JUN 26 4 05 PM '85

DAVIDSON COUNTY, TN

This is unimproved ( ) improved (X) property, known as 1508 (House Number) Grandview Drive (Street) P. O. Address: Nashville, TN (City or Town) 37215 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David L. Ward and wife Joyce T. Ward, their heirs and assigns forever, 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 said real estate to said David L. Ward and wife Joyce T. Ward 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 me in hand paid, we, the said David L. Ward and wife Joyce T. Ward

do hereby transfer and convey unto Morris Levine, 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 David L. Ward and wife Joyce T. Ward

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 $ 36,000 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 interst 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 David L. Ward and wife Joyce T. Ward 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 trust 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 David L. Ward and Joyce T. Ward 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 Morris Levine, 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 Lucille P. Anderson and David L. Ward and Joyce T. Ward hereunto set our hands at Nashville, Tennessee, this the 12 day of July and Dallas Texas Dec. 1984 but effective July 17, 1979.

Everett R. Anderson
by: Lora Frances Sharp
Lora Frances Sharp, Guardian of the person and property of Everett R. Anderson

David L. Ward

Joyce T. Ward

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Robert V. Buchanan III, a Notary Public in and for said County and State, the within named David L. Ward and wife Joyce T. Ward

the bargainor, 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 Nashville Tennessee, this 26 day of June, 1985

Commission Expires 4-17-88

Robert V. Buchanan III, Notary Public.

STATE OF TEXAS
DALLAS **County.**

Personally appeared before me, DEE ANN MCHENRY, a Notary Public in and for said County and State, the within named Lora Frances Sharp, Guardian of the person and property of Everett R. Anderson

~~the bargainor~~, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at this 12th day of December, 19 84

Commission Expires 7/20/88

Dee Ann McHenry, Notary Public.
Dee Ann McHenry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ~~Robert N. Buchanan III~~, a Notary Public of the State and County aforesaid, personally appeared ~~David L. Ward~~ and wife Joyce T. Ward, with whom I personally acquainted, and who, upon oath, acknowledged ~~that~~ 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Lucille P. Anderson

TO
David L. Ward etux
Joyce T. Ward

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

TOBLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David L. & Joyce T. Ward (NAME)	same (NAME)	16DA-6850
1508 Grandview Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 117-16
Nashville, TN 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Parcel 30

THIS INSTRUMENT WAS PREPARED BY

Robert N. Buchanan, III, Esq.
Farris, Warfield & Kanaday
Third National Bank Building
17th Floor
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$42,500 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26 DAY OF June, 1981

Robert N. Buchanan III
Notary Public

MY COMMISSION EXPIRES: 4-10-84

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6592 PAGE 458

CO -CONVEYANCE	CC -CERTIFIED COPY	MISC -MISCELLANEOUS
MO -MORTGAGE	REL -RELEASE	COTX -STATE TAX CONVEY
WD -WARRANTY DEED	UCC -UNIFORM COMMERCIAL CODE	MOTX -STATE TAX MORT
TD -TRUST DEED		PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

42500.CO- CAMT.
36000.CO- MAMT.
110.50 CSTAX
34.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 157.00-
2278A06/26/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J. I. 6. 3. 3. 2

IDENTIF. REFERENCE

JAN 28 4 05 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 148608