Mail Tax Statements to:
Herbert Lee Collins
Lowes Lane
Goodlettsville, Tennessee

Parcel No. 100-27250

MAP 33
PAR 59

mp

Installment Deed

BOOK 3916 PAGE 946

FOR AND IN CONSIDERATION of the sum of $4,950.00 ----------

FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 ---------- *Dollars,*

of which $1,750.00 ----------

SEVENTEEN HUNDRED FIFTY AND NO/100 ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $3,200.00 ----------

THIRTY TWO HUNDRED AND NO/100 ---------- *Dollars,*

Herbert Lee Collins and wife, Katherine Jaye Collins *have* *executed*
their promissory note of even date herewith payable in equal monthly payments of $50.00 each, including interest at six percent (6%) per annum, for three years from date of deed; thereafter, payment of $100.00 per month including six percent (6%) interest per annum will be made until the principal balance is amortized. It is understood and agreed that the principal balance can be paid at any time prior to maturity without penalty. Said note is payable to Dennis Underwood, Jr. and wife, Helen Underwood.

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, Dennis Underwood, Jr. and wife, Helen Underwood

have this day bargained and sold, and do hereby transfer and convey unto the said

Herbert Lee Collins and wife, Katherine Jaye Collins, their

~~successors~~, *heirs and assigns,*

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

Land in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, being the northwest part of lot No. 2 of the subdivision of Malachi Lowe's Home Place, not of record, also being the tract designated "Underwood" on a survey made by George W. Watkins, Surveyor, July 11, 1960, described according to said survey as follows:

BEGINNING at an iron pin in the southerly margin of Lowes Lane, said pin lying in the easterly line of lot No. 3 of said subdivision, said line being the easterly line of tract No. 2 of the property conveyed to F. H. Stockton and wife, by deed from James W. Dixon and wife, of record in book 1943, page 579, Register's Office for said County; thence along a fence with said Stockton's easterly line south 0° 40' west 412 feet to an iron pin; thence south 87° east 209 feet to an iron pin, said pin being the southwest corner of the tract designated "Stockton" on said survey, said pin lying north 87° west 209 feet from the westerly line of lot No. 1 of said Subdivision; thence with the westerly line of said Stockton tract north 1° 20' east 412 feet to an iron pin in the southerly margin of Lowes LANE, SAID pin lying north 87° west 213.8 feet along the southerly margin of Lowes Lane from the westerly line of said lot No. 1; thence with the southerly margin of Lowes Lane north 87° west 213.8 feet to the beginning, containing 2 acres, more or less,

Being the same real property conveyed to Dennis Underwood, Jr. and wife, Helen Underwood, by deed from Willie Francis Stockton, dated August 1, 1960, filed August 9, 1960, and recorded in book 3104, page 53, said Register's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Herbert Lee Collins and wife, Katherine JayeCollins, their ~~successors~~ *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.,* except as hereinabove specified.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Herbert Lee Collins and wife, Katherine Jay Collins, 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 Herbert Lee Collins and wife, Katherine Jaye Collins ***hereinafter referred to as trustors, hereby transfer and convey unto*** Robt. A. Ryan, ***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 the sum of $ ..... , or 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 9th day of July *, 19* 65

Dennis Underwood Jr.

Helen Underwood

Herbert Collins

Katherine Joye Collins

This deed prepared by L. M. Wood, Attorney, 506 Commerce Union Bank Bldg., Nashville, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Harriet P. George *, a Notary Public in and for said County and State,* Herbert Lee Collins and wife, Katherine Joye Collins and Dennis Underwood, Jr. and wife, Helen Underwood

the within named 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 *Tennessee, this* 9th *day of* July *, 19* 65.

Harriet P. George *Notary Public*

Commission expires 5-25-66

STATE OF.....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....*self as*.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

DENNIS UNDERWOOD, JR.

ET UX

TO

HERBERT LEE COLLINS,

ET UX

90626

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Jul 28 10 01 AM '65

NOTED: BOOK 112 PAGE 131
RECORDING FEE $ 2.50
DEP. REG. 2

Compliments of
Title Company

STATE TAX $ 7.42
PROBATE $ .50
TOTAL $ 7.92

R. E. WORRALL
REGISTER

PAID JUL 28 1965