This instrument prepared by H.E.Collins, Atty.802-51st Ave.No.Nashville,Tenn.

Installment Deed

BOOK 4207 PAGE 439

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jesse L. Anderson, et ux (NAME:)	Jesse L. Anderson, et ux (NAME:)	Map 88
611-49th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	611-49th Avenue North (STREET ADDRESS)	Pat. 1
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn., 37209 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand One and 00/100 ($10,000.00) *Dollars,*

of which One and 00/100 ($1.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ten Thousand and 00/100 ($10,000.00) *Dollars,*

Jesse L. Anderson and wife, Ruby O. Anderson,

have executed

their joint promissory installment deed note in the principal sum of $10,000.00 of even date herewith, payable to the order of Cecil Collins, in yearly installments of $1,000.00, the first installment falls due and is payable on the 1st day of January, 1969, and thereafter a like installment falls due and is payable on the 1st day of January of each succeeding year. Said installments include interest at 6 per cent per annum and principal, to be credited first to interest and then to principal.

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, I, Cecil Collins

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

Jesse L. Anderson and wife, Ruby O. Anderson,

their *(successors), heirs and assigns,*

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

Land located in the 8th Civil District of Davidson County, Tennessee.

Being a part of the E. G. Garland property of record in Book 577, Page 556, R.O.D.C. and being more fully described according to a survey and plat made by Hickerson-Miller-Engineers, dated March 11, 1959.

Beginning at a stone in the southeast corner of the herein described tract of land. Stone being the corner of the Walter Bilbrey property as of record in Book 424, Page 10, R.O.D.C. Running thence N 5° 15' E 2558' to a large Hickory tree---N.B. Cox corner. Running thence N. 87° W 1021' to an iron pin; thence south 23° 30' W 130' to an 8" Hickory tree; thence south 31° 10' W 270' to an 18" Maple tree; thence S 50° 15' W 99', to a Beech stump; thence S 53° 15' W 132' to an 8" Beech; thence S 54° 30' W 165' to a point; thence S 53° 20' W 386' to a point in the centerline of creek; thence leaving the original boundary of said E. G. Garland tract, as of record in Book 577, Page 566, R.O.D.C. S 20° 00' W 445' to a 12" Cedar tree, crossing easement for 50' roadway at 370'±; Running thence S 76° 05' W 555' to a 12" Hickory tree in the original boundary of the above described Garland tract; thence with the original line of said tract S 23° 30' E 258' to a Beech stump; thence S 4° 45' W 498' to a point; thence S 87° 20' E, 273' to a 4" Maple tree; thence S 8° 30' W 314' to a 10" Poplar tree; thence S 79° 50' E, 314' to a 12" Hickory tree; thence S 1° 35' E, 225' to a Persimmon tree; thence S 81° 50' E, 199' to a point in center of branch, the northwest corner of the Bilbrey property; thence with Bilbrey's line up said branch N 26° 00' E, 253' to a point, N 18° 00' E, 200'

to a point, N 9° 00' E, 273' to a point, N. 24° 00' E, 267' to a point, N 34° 05' E, 154' to a point at the intersection of centerlines of said branch and creek; thence up the centerline of said branch S 45° 10' E, 370' to a point; thence leaving said branch and original Boundary line of Garland property, S 50° W, 675' to a point in the centerline of said creek, also being a point in the original boundary of the Garland original property line; thence continuing with said Garland original property and up said creek S 49° 40' E, 100.0'; thence S 50° 20' E, 325' to the point of beginning. Containing 97.8 acre tract.

Being the same real property conveyed to Cecil Collins, by Warranty Deed from E. G. Garland and wife, of record in Book 2875, Page 451, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $10,000.00.

H.E. Collins
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 23rd DAY OF JANUARY, 1968.

Diane H McLemore
Notary Public
Commission expires: 3-24-71

This is unimproved (X) improved ( ) property, known as Rt. 2, (House Number) Pond Creek Rd. (Street) Nashville, Tenn. (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 Jesse L. Anderson and wife, Ruby O. Anderson, *their (successors), 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.,* except as appears of record.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jesse L. Anderson and wife, Ruby O. Anderson *(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 Jesse L. Anderson and wife, Ruby O. Anderson *hereinafter referred to as trustors, hereby transfer and convey unto* H.E.Collins, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and truste:*

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 $ -0- *, 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 23rd *day of* January, *19*68.

Cecil Collins

Margaret Collins

Jesse L. Anderson

Ruby O. Anderson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dianne H. McGowan, *a Notary Public in and for said County and State,* Cecil Collins, Jesse L. Anderson and wife, Ruby O. Anderson and Margaret Collins

*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* 23rd *day of* January, *19*68.

Dianne H McGowan *Notary Public*

Commission expires 3-24-71

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.....

STATE TAX $ 26.00
PROBATE .50
TOTAL $ 26.50

JAN26 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 8.00
PROBATE .00
TOTAL $ 8.00

JAN26 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
CECIL COLLINS, ET UX

TO
JESSE L. ANDERSON, ET UX
H. E. COLLINS, TRUSTEE

03856

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 26 11 24 AM '68
NOTED: BOOK 118 PAGE 178
RECORDING FEE $ 6.00
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

802 Sixth Ave S
37209