Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Omos D. Collins, et ux	Same	112 - 71
(NAME:) Route 1, Old Charlotte Rd.	(NAME:)	112 - 75
(STREET ADDRESS OR ROUTE NUMBER) Pegram, TN 37143	(STREET ADDRESS)	112 - 8
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand and one and 00/100 (10,001.00) ---------- *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* of Ten Thousand and 00/100 (10,000.00)---------- *Dollars,* OMOS DWAYNE COLLINS and wife, DONNA JEAN COLLINS, ha ve *executed* executed their promissory note of even date herewith, payable to the order of Grantors in montly installments of $100.00 each, including principal and interest at the rate of 9 per cent per annum, with the first of said monthly payments due on April 1, 1977, and on the like day of each succeeding month until said amount has been paid in full; payments as made shall be applied first to interest to date and balance 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, we, DONALD W. CHOATE and wife, EMILY SUE CHOATE, *have this day bargained and sold, and do hereby transfer and convey unto the said* OMOS DWAYNE COLLINS and wife, DONNA JEAN COLLINS, their ---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1:

Located in the 9th Civil District of said County, and described according to a survey made by Hickerson & Smith Engineering Co., dated July 1, 1965, as follows:

BEGINNING at a point in the center of Old Charlotte Road which point is South 57° west 223 feet from the N.E. Corner of the tract conveyed to Joe A. Mann, Trustee, from Marguerite L. Railey Weaver, a widow, by deed of record in Book 3795, page 469, said Register's Office; thence south 17° west 460 feet to a point; thence south 5° 35' east 335 feet to a point; thence north 88° west 185 feet to a point; thence north 5° 35' west 330 feet to a point; thence north 17° east 365 feet to a point in the center of Old Charlotte Road; thence along Old Charlotte Road north 82° 30' east 97 feet to a point; thence north 59° east 114 feet to a point; thence north 57° 30' east 39 feet to the point of beginning.

Being the same property conveyed to Grantors by deed of record in Book 4197, page 1, said Register's Office.

Also conveyed by this deed are rights to obtain water from well, along with rights of ingress and egress, as set out in deed of record in Book 4197, page 1, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 10,001.00

Subscribed and sworn to before me, this the 16th day of March 19 77

Donald W. Choate
Affiant

My commission expires: April 17-1978
(Affix Seal)

Notary Public

TRACT 2:

Located in the 9th Civil District of said County, described according to a survey made by Hickerson and Smith Engineering Company, dated July 1, 1965:

BEGINNING at a point in the center of Old Charlotte Road which point is the Northeast corner of the tract conveyed to Joe A. Mann, Trustee, from Bryant M. Raines, Jr., et ux, by deed of record in Book ____, page ____, Register's Office for said County; thence south 17° west 280 feet to a point; thence South 33° West 460 feet to a point; thence South 88° East 390 feet to a point; thence North 5° 35' [illegible] West 330 feet to a point; thence North 17° East 365 feet to a point in the center of Old Charlotte Road; thence South 82° 30' West 130 feet along Old Charlotte Road to the point of beginning.

Being the same property conveyed to Grantors by deed of record in Book 4391, Page 847, Register's Office for said County.

This property subject to a reservation to the right obtain water from a spring located on or near the west boundary of the property herein described, together with rights of ingress and egress and right to install, maintain and operate such pump or pumps as may be necessary to deliver water, to the house on the property immediately south of the tract herein described but rights to water from said spring shall be share and share alike between grantor and grantee, their heirs, assigns and successors, and neither shall remove water to the exclusion of the other.

SEE ADDENDUM A FOR DESCRIPTION OF TRACT 3.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... 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 Omos Dwayne Collins and wife, Donna Jean Collins, 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.*

We *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Omos Dwayne Collins and wife, Donna Jean 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 Omos Dwayne Collins and wife, Donna Jean Collins, ... *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 $ insurable/value *, 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.

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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 16th day of March, 19 77.

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
Home Federal Tower, 8th Floor
Nashville, TN 37219

Donald W. Choate
Emily Sue Choate
Omos Dwayne Collins
Donna Jean Collins

MAR 11 77	CONV	10,000.00			
MAR 11 77	MORT'G	10,000.00			
MAR 11 77	S'TAX		B*	26.00	
MAR 11 77	S'TAX		B*	8.00	
MAR 11 77	PR'FEE		B*	.50	
MAR 11 77	M'DEED		B*	8.00	* 42.50

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. H. Watts, Jr., *a Notary Public in and for said County and State,* Donald W. Choate, Emily Sue Choate, Omos Dwayne Collins, and Donna Jean Collins,

the within named 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* 16th *day of* March, *19* 77

Commission expires April 13-1978

J. H. Watts, Jr.
Notary Public

ADDENDUM "A"

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TRACT 3:

Beginning in the center of Charlotte Pike at a point in the southern boundary line of the property conveyed to James E. Prince, et ux, by deed from Roy L. Richardson, et ux, of record in Book 2024, Page 627, Register's Office for Davidson County, Tennessee, being the most northwest corner of the property conveyed to Travis and Lewis Land Company by deed from N. H. Walker, et ux, of record in Book 2595, page 101, said Register's Office; thence with said Prince's southern boundary line and the center of Old Charlotte Pike, South 85° West 330 feet to a stake and South 82° West 218.625 feet to a stake; thence south 2° West 82-1/2 feet to the center of said Charlotte Pike as now located; thence with center of same North 84° East 165 feet and North 72° east 412-1/2 feet to the beginning, containing 5/8ths of an acre, more or less.

Being the same property deeded to Donald W. Chaote, et ux, by deed of record in Book 4255, page 424, Register's Office for Davidson County, Tennessee.

Well water rights are reserved as shown in Deed of record in Book 3849, page 788, Register's Office for said County.

D93159

IDENTIF. REFERENCE

MAR 11 9 53 AM '77

REGISTER
DAVIDSON COUNTY, TENN.