ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
H. Clay Collins, ET UX (NAME)	Same (NAME)	161-11-A
324 Huntington Ridge (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 173
Nashville, TN 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED BOOK 5535 PAGE 698

FOR AND IN CONSIDERATION OF the sum of Forty-nine thousand five hundred and no/100 ($49,500.00)----------DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

H. CLAY COLLINS and wife, CINDY J. COLLINS, have executed an installment deed note in the principal amount of Forty Four Thousand Five Hundred and no/100 ($44,500.00) DOLLARS payable to the order of J. C. Luna, in eight monthly installments, the first seven monthly installments are to be in the amount of four hundred and no/100 ($400.00) DOLLARS each, and the eighth monthly installment to be in the amount of Forty one thousand seven hundred and no/100 ($41,700.00) DOLLARS, plus interest at the rate of 12% per annum on the unpaid balance, with the first installment due and payable on the 27 day of December, 1979 and an installment is due and payable on the same date of each succeeding month until the entire amount, both principal and interest, has been paid in full.

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.

J. C. LUNA

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

H. CLAY COLLINS and wife, CINDY J. COLLINS

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

BEING Lot No. 173 on the Plan of Huntington Ridge Townhouses as of record in Book 4675, page 9, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

BEING the same property conveyed to J. C. Luna by deed from Third National Bank of record in Book 5272, page 511, as corrected in Book 5279, page 63, said Register's Office.

The above described property is conveyed subject to:

(a) Conditions of owner's certificate, and various easements and building restrictions as shown on the Plan of record in Book 4675, page 9, Register's Office for Davidson County, Tennessee.

(b) Declaration of Covenants, Conditions, Restrictions, including a lien for assessments for Huntington Ridge Townhouse Corp. of record in Book 4729, page 687, amended in Book 4889, page 905, and Book 5394, page 243, Register's Office for Davidson County, Tennessee.

This is improved (X) unimproved ( ) property known as 324 Huntington Ridge, Nashville, TN 37211 (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 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 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 Ronald T. Degenhardt 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 $ 44,500.00 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 advise 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.

BOOK 5535 PAGE 699

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 27 day of November 19 79

J. C. LUNA, UNMAPRIED

H. CLAY COLLINS

CINDY J. COLLINS by H. Clay Collins Acting under Power of Attorney of Record in Book 5535 page 696 Register's Office for Davidson County, TN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 49,500.00

X H. Clay Collins
Affiant

Subscribed and sworn to before me, this the 27 day of November 19 79

My commission expires 10/17/82
(Affix Seal)

Ron Degenhardt
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Ron Degenhardt, a Notary Public in and for said County and State, the within named J. C. Luna the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 27 day of November, 19 79

Commission Expires 10/17/82

Ron Degenhardt Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ron Degenhardt, a Notary Public in and for said County and State, the named H. Clay Collins the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville this 27 day of November, 1979.

Commission Expires: 10/17/82. Ron Degenhardt Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 27 day of November, 1979, before me personally appeared H. CLAY COLLINS, to me known to be the person who executed the foregoing instrument in behalf of CINDY J. COLLINS and acknowledged that he executed the same as the free act of said CINDY J. COLLINS.

Witness my hand and official seal at Nashville this 27 day of November, 1979.

Commission expires 10/17/82. Ron Degenhardt Notary Public.

PREPARED BY: Ronald T. Degenhardt, Attorney at Law, P. O. Box 349, Brentwood, TN 37027

INSTALLMENT DEED

FROM J. C. LUNA

TO H. CLAY COLLINS, ET UX

F 65098

TAX IDENTIFICATION REFERENCE

Nov 27 10 28 AM '79

REGISTER DAVIDSON COUNTY, TENN.

Published by

Pioneer National Title Insurance Company
A Titan Corporation
311 11th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2200

FORM NO 1035 MESSEY 8-1-75

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5535 PAGE 700

FOR

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

49500.00- CO
44500.00- MO
128.70 CO TX
42.50 MO TX
.50 PRFEE
6.00 WDEED
CHECK 177.70-
7966A11/27/79 SSL .7

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F65098

IDENTIF. REFERENCE

Nov 27 10 28 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 727781