Owner & Tax Bills
Edgar L. Collins
Rt 12 62 Campbell Rd
Goodlettsville, Tenn
37072

THIS INSTRUMENT IS BEING RE-RECORDED TO PLACE THE CORRECT FIRST PAGE ON THE INSTRUMENT, WHICH WAS INADVERTANTLY RECORDED AS FIRST PAGE OF PARTIAL RELEASE RECORDED SIMULTANEOUSLY THEREWITH.

032-00-0-034.00
Map and Parcel number for property as of re-record date

Prepared By: 032-00-0-158
Robert L. Sullivan
Neal & Harwell
800 Third National Bank
Nashville, Tennessee
(From information furnished by the parties.)

BOOK 7404 PAGE 399

INSTALLMENT DEED

RE-RECORD
BOOK 9554 PG 117

For and in consideration of $21,000 which has been paid in cash to Joseph Cecil Markham, Sr. the receipt of which is hereby acknowledged, and for the remainder of Thirteen Thousand Dollars ($13,000), the undersigned Leon Collins and wife, Vicki, have this day executed a certain negotiable promissory note in the principal amount of Thirteen Thousand Dollars ($13,000) bearing interest at nine percent (9%) per annum, payable monthly to and after maturity, said principal sum being due and payable on One Hundred Twenty (120) equal monthly installments of One Hundred Sixty-Four Dollars and 68/100 ($164.68), each with the first monthly installment being due and payable on January 10, 1979, and monthly thereafter in said amount until paid in full, with failure to pay any monthly installment of principal and interest as aforesaid to mature the balance owing on said note at the option of the holder thereof, providing for payment of attorney's fee, and to secure the payment of said indebtedness, principal, interest and attorney's fee, a lien is expressly retained on the land herein conveyed, we, hereinafter referred to as grantors, have this day bargained and sold and do hereby transfer and convey unto the said Leon Collins, and wife, Vicki, their heirs, successors, and assigns, certain real estate situated in the Second Civil District of Davidson County, Tennessee, described more particularly as follows:

A certain tract of land being part of the land of Joe C. Markham, as recorded in Book 5377, Page 923, Register's Office for Davidson County, Tennessee, said tract of land being in the Second Civil District of said county, adjoining and lying on the easterly side of a common roadway and being northerly 2,500 feet of the intersection of said roadway with Campbell Road, said intersection being westerly 1.6 miles along Campbell Road from Old Dickerson Road, said tract of land further described as follows:

19368

IDENTIFICATION REFERENCE
RE-RECORD
DEC 22 PM 2:55
DAVIDSON COUNTY, TN.

Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 13,000

Beginning at a northwesterly corner of the Rist land, as recorded in Book 4686, Page 998, Register's Office for said county, said corner lying on the easterly side of a common roadway and creek and being the intersection of two fence lines;

Thence south 84° and 21' east (formerly south 89° and 05' east) 928.06 feet to a hickory in the westerly line of the Lila Mae Brown land, as recorded in Book 3254, Page 340, Register's Office for said county;

Thence with the westerly line of said Brown land north 04° and 22' east (formerly due north) 1,209.6 feet to the center of a creek and corner of the Lorena Sharpling Markham land according to the report of the commissioners and a survey by Southern Consultants, Inc., filed in the Joseph Cecil Markham, Sr. vs. Iris Lorena Sharpling Markham, No. 77858 in the Third Circuit Court for Davidson County, Tennessee;

Thence with the southerly line of said Markham land north 83° and 55' west 217.8 feet to an iron pin, said iron pin being south 83° and 55' east 107.2 feet from an iron pin set by Southern Consultants, Inc., and furhter described as being in the easterly right-of-way of a 50 foot common roadway;

Thence with the easterly right-of-way of said roadway south 23° and 23' west 88.0 feet to the beginning of a curve concave to the northwest having a radius of 1,522.7 feet;

Thence along said curve southwesterly 152.4 feet;

Thence south 29° and 07' west 329.3 feet to the beginning of a curve concave to the northwest having a radius of 806.52 feet;

Thence along said curve southwesterly 205.3 feet;

Thence south 43° and 42' west 23.3 feet to the beginning of a curve concave to the northwest having a radius of 1,861.55 feet;

Thence along said curve southwesterly 202.5 feet;

Thence south 49° and 56' west 276.7 feet to the beginning of a curve concave to the northwest having a radius of 414.86 feet;

Thence along said curve southwesterly 66.9 feet;

Thence leaving the right-of-way of said road crossing a creek due south 100 feet, more or less, to the point of beginning, containing 14.8 acres, more or less.

Herein described tract of land is identified as Tract 1 on a preliminary plan, Markham Estates, dated the 9th of October, 1978, prepared by James N. Thomasson, Jr., surveyor.

Being part of the same property conveyed to Joe C. Markham, Jr., by deed of record in Book 5377, Page 923, Register's Office for Davidson County, Tennessee.

RE-RECORD
BOOK 9554 PG 119

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LEON COLLINS and wife, VICKI COLLINS, their heirs, successors and assigns forever. The grantors covenant that they 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.

Notwithstanding the foregoing, grantor specifically retains the rights to all timber on the above-described property and retains an easement for ingress and egress for the cutting and removal of said timber.

Said grantors further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to said real estate to the said LEON COLLINS and wife, VICKI COLLINS, their heirs, successors and assigns against the lawful claims of all persons whomsoever.

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 ($1.00), paid in cash, receipt of which is acknowledged, the said LEON COLLINS and wife, VICKI COLLINS, hereinafter referred to as trustors, hereby transfer and convey unto Robert L. Sullivan, 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 their 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 their 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 of all of these things and the amounts so paid shall bear nine percent (9%) 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 (30) 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, 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 (20) days' notice by three publications in any newspaper published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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 herey 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 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:

First: To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein proved; also reasonable attorneys' 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 expense of any such litigation.

RE-RECORD

BOOK 9554 PG 122

BOOK 7404 PAGE 408

Second: To the payment of all taxes which may be unpaid on said premises.

Third: To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth: 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 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.

Executed at Nashville, Tennessee, this 16th day of February, 1979.

Joseph Cecil Markham

JOSEPH CECIL MARKHAM, JR.

Edgar L. Collins

LEON COLLINS

Vicki Collins

VICKI COLLINS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named Joseph C. Markham, 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, Tennessee, on this 16th day of February, 1979.

NOTARY PUBLIC

My Commission Expires:

10/21/81

RE-RECORD
BOOK 9554 PG 123

BOOK 7404 PAGE 409

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named Leon Collins, 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, Tennessee, on this 16th day of December, 1987.

NOTARY PUBLIC

My Commission Expires:
10/12/91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

5978 12/22 0101 03CHECK 28.00

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, the within named Vicki Collins, with whom I am persoanlly acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 16th day of December, 1987.

NOTARY PUBLIC

My Commission Expires:
10/12/91

Nov 16 4 15 PM '87
DAVIDSON COUNTY, TN

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