RECORDERS MEMO
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BOOK 10302 PG 350

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD-4

FROM

TO

For draftsman's use

PREPARED BY
STEPHEN D. COLLINS
251 EISENHOWER DR.
NASHVILLE TN. 37211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILL TO:	MAP-PARCEL NUMBERS
(NAME)	STEPHEN D. COLLINS (NAME)	MAP—113
SAME (STREET ADDRESS OR ROUTE NUMBER)	251 EISENHOWER DR. (STREET ADDRESS)	PARCEL— 43
(CITY) (STATE) (P. O. ZIP)	NASHVILLE TN. 37211 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS Stephen D. Collins Affiant
$12,500.00 TWELVE THOUSAND FIVE HUNDRED

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF December 19 96

Notary Public

~~MY COMMISSION EXPIRES:~~

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $12,500 TWELVE THOUSAND FIVE HUNDRED DOLLARS

of which $ 2000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

$10,500.00 BALANCE TO BE PAID AS FOLLOWS: $200.00 PER MONTH, FOR 60 MONTHS WITH THE FIRST PAYMENT DUE ON FEBRUARY 15TH 1997 & THE FINAL PAYMENT DUE ON JANURARY 15, 2002. EACH PAYMENT SHALL BE MADE TO CHESTER E. DUFFIELD JR AND OR WIFE PATRICIA DUFFIELD.

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.

CHESTER E. DUFFIELD JR & WIFE PATRICIA DUFFIELD

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

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

BEGINNING AT A STAKE, & RUNNING EAST 780' FEET TO A STAKE IN SPRING HOLLOW, THENCE 200' FEET TO A STAKE, THENCE 770' FEET WEST TO A STAKE THENCE 200' FEET TO A STAKE AT THE BEGINNING.

BEING MORE PARTICULARLY DESCRIBED FROM MAP# 113, PARCEL 43, OF THE PROPERTY MAP OF DAVIDSON COUNTY, TENNESSEE, BEING A PARCEL OF LAND LOCATED IN THE 9TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO INA R. NASH; THENCE ALONG NASH'S NORTHERLY LINE EASTERLY 620 FEET MORE OR LESS TO THE NORTH EAST CORNER OF THE NASH PROPERTY; THENCE NORTHERLY IN A BROKEN LINE 200 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY OF H.L. DUFFIELD TO A POINT; THENCE WESTERLY ALONG DUFFIELD'S SOUTHERN LINE 530 FEET MORE OR LESS TO H.L. DUFFIELD'S SOUTHWEST CORNER WHICH JOINS THE EAST LINE OF CHESTER E. DUFFIELD'S PROPERTY; THENCE SOUTHERLY ALONG C.E. DUFFIELD'S LINE TO HIS SOUTHEAST CORNER 75 FEET MORE OR LESS, THIS POINT ALSO BEING THE NORTHEAST CORNER OF HAZEL ETHRIDGE'S PROPERTY; THENCE SOUTHERLY ALONG HAZEL ETHRIDGE'S LINE 130 FEET TO THE POINT OF BEGINNING, CONTAINING 2.5 ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO CHESTER E. DUFFIELD JR. AND WIFE PATRICIA DUFFIELD BY DEED OF RECORD IN BOOK 10295, PAGE 356 REGISTERS OFFICE DAVIDSON CO. TENNESSEE, ON THE 21 DAY OF AUGUST 1987.

Unimproved (X) This is Improved ( ) property, known as MAP# 113 (House Number) PARCEL# 43 (Street) P. O. Address: PEGRAM TN. 37143 (City or Town) (Postal Zone)

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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 same, 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 Ferrel Bennett 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 $ 0.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies so 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 sums so expended as part of the indebtedness secured thereby, 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 the 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 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.

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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 receive no compensation for his services hereunder, but shall not be 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 ___ day of ___, 19__.

X _____

X _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Madelyn L. Moore, a Notary Public in and for said County and State, the within named Chester E. Duffield, Jr., Patricia J. Duffield & Stephen D. Collins the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27th day of Dec., 1996.

Madelyn L. Moore Notary Public

Commission expires 12-7-97

MADELYN L MOORE NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN.

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, (or proved to me on the basis of satisfactory evidence), 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 corporation by _____self as _____.

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

_____ Notary Public

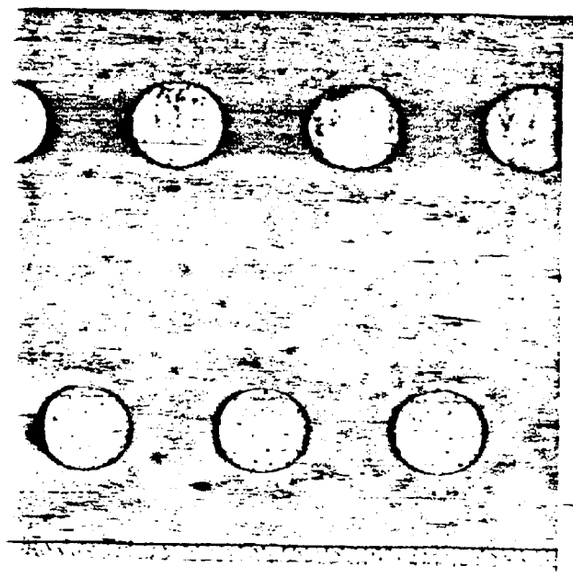
Commission expires _____

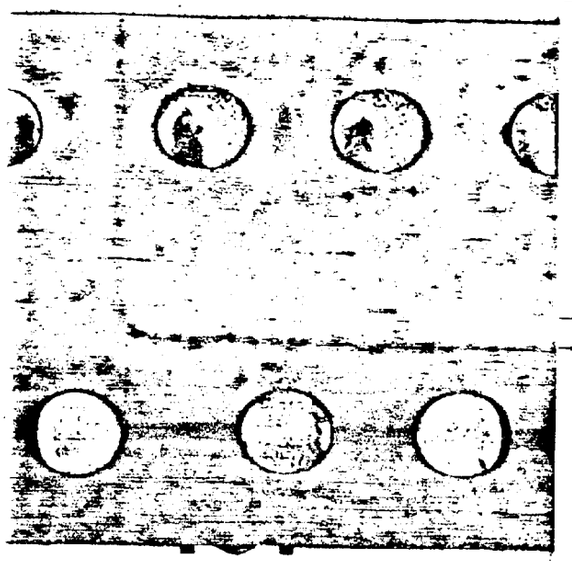
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96 DEC 27 PM 12:52
DAVIDSON COUNTY, TN.
12/27/96 01:01PM CASH 55.25

PICK-UP

IDENTIF. & REFERENCE 0259330





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

CAMT	12500.00
CON TX	46.25
PRFEE	1.00
MISC	8.00
TOTAL	55.25
CASH	55.25

12/27/96 01 12:52 0001 9615

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0259330
IDENTIF. ✦ REFERENCE

96 DEC 27 PM 12:52
REGISTER OF DEEDS
DAVIDSON COUNTY, TN.

No. 1102176