Davidson County DEEDINST
Recvd: 01/09/08 14:13 5 pgs
Fees:28.00 Taxes:1452.70
20080109-0002836

THE MAXIMUM INDEBTEDNESS FOR TENN. RECORDING TAX PURPOSES IS $300,000.00

INSTALLMENT DEED

NO TITLE SEARCH HAS BEEN PERFOMRED BY PREPARER AND NO OPINION AS TO TITLE, OR OTHERWISE, HAS BEEN RENDERED BY THE PREPARER. THIS INSTRUMENT PREPARED BY: Frank E. Lee, Attorney
2704 Windemere Dr.
Nashville, TN 37214

NEW OWNER(S)	SEND TAX BILLS TO:	MAP & PARCEL
Amanda Snyder Wright	Same	Map 88
7650 Lakeview Dr.		Parcel 24
Nashville, TN 37209		

FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) OF WHICH SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00) HAS BEEN PAID BY **AMANDA SNYDER WRIGHT** ("GRANTEE"), FOR ALL OF WHICH **COLLINS FARMS, L.P.**, A TENNESSEE LIMITED PARTNERSHIP ("GRANTOR"), HEREBY ACKNOWLEDGES AND FOR THE REMAINDER GRANTEE HAS THIS DATE EXECUTED HER PROMISSORY NOTE, HEREINAFTER REFERRED TO AS A LIEN NOTE, IN THE PRINCIPAL AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND AND N0/100 DOLLARS ($225,000.00) PAYABLE TO GRANTORS, SAID AMOUNT TO BE PAID IN THREE (3) ANNUAL INSTALLMENTS. THE FIRST INSTALLMENT IN THE AMOUNT OF SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00) IS DUE AND PAYALBE JANUARY 2, 2008. THEREAFTER, THE SECOND INSTALLMENT IN A LIKE AMOUNT IS DUE AND PAYABLE ON JANUARY 2, 2009, WITH THE THIRD FINAL INSTALLMENT IN THE AMOUNT OF SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) PLUS ALL ACCRUED INTEREST DUE AND PAYABLE ON JANUARY 2, 2010. SAID PAYMENTS ARE TO APPLY FIRST TO PRINCIPAL WITH INTEREST AT THE RATE OF FIVE PERCENT (5%) PER ANNUM TO BE ACCRUED ON THE PRINCIPAL SUM OR SO MUCH AS SHALL REMAIN UNPAID FROM TIME TO TIME. ALL ACCRUED INTEREST IS DUE AND PAYABLE WITH AND IN ADDITION TO THE FINAL INSTALLMENT ON JANUARY 2, 2010.

Collins Farms, L.P., a Tennessee limited partnership, hereinafter called the Grantor, has this day bargained and sold, and do hereby transfer and convey unto **Amanda Snyder Wright**, hereinafter called Grantee, all our right, title and interest in and to the below described property, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND lying in Nashville, Davidson County, Tennessee and more particularly described in a survey by R. L. Montoya, Land Surveying, Inc. as follows:

BEGINNING at an iron rod (Old) in the North West corner of a tract of land owned by Daniel F. & Ranay Collins recorded in Deed Book 10410, Page 330, Register's Office of Davidson County, Tennessee, and being part of Parcel 24 on Tax Map 88, Tax Assessor's Office of Davidson County, Tennessee; thence along the South margin of a 50 foot ingress-egress easement South 43 degrees 02 minutes 28 seconds West, 730.62 feet to a point; thence crossing said ingress-egress easement North 49 degrees 28 minutes 09 seconds West, 50.00 feet to an iron rod (New) in the North East corner of this described parcel also known as part of Parcel 24, this being the point of beginning; thence South 41 degrees 58 minutes 54 seconds West 267.33 feet to an iron rod (New); thence, with a curve to the right having a Radius of 733.07 feet, a delta angle of 9 degrees 10 minutes 05 seconds with a length of 117.30 feet to an iron rod (New); thence, South 51 degrees 13 minutes 36 seconds West, 334.45 feet to an iron rod (New); thence, North 37 degrees 57 minutes 13 seconds West, 461.49 feet to an iron rod (New);

thence, North 00 degrees 27 minutes 20 seconds West, 99.51 feet to an iron rod (New); thence, North 44 degrees 07 minutes 35 seconds East 203.29 feet to a 24 inch Oak tree; thence, North 53 degrees 52 minutes 29 seconds East, 351.76 feet to an iron rod (New); thence, South 49 degrees 28 minutes 09 seconds East 504.85 feet to an iron rod (New), this also being the point of beginning for said described parcel containing 8.241 acres more or less.

ALONG with an ingress and egress easement described as follows:

LAND lying in the 33rd Councilmanic District, Oak Hill, Davidson County, Tennessee and being the same property described in a survey dated December 22, 1997, by R. L. Montoya, Land Surveying, Inc. Surveyor License #697, 412 Bass Street, Goodlettsville, Tennessee 37072.

BEGINNING at an iron rod (Old) in the South margin of this described Ingress/Egress Easement and being the Northwest corner of P/O Parcel 24, Tax Map 88, Tax Assessors Office of Davidson County, Tennessee, being property owned by Daniel F. & Ranay Collins recorded in Deed Book 10410, Page 330, Register's Office of Davidson County, Tennessee, thence; along said margin South 43 degrees 02 minutes 28 seconds West 730.62 feet to a point, thence; South 41 degrees 58 minutes 41 seconds West, 268.67 feet to a point, thence; with a curve to the left having a radius of 783.07 feet, South 9 degrees 10 minutes 05 seconds West, 125.30 feet to a point, thence; continuing along said margin South 51 degrees 13 minutes 39 seconds West, 335.17 feet to a point, thence; North 37 degrees 57 minutes 13 seconds West, 50.00 feet to an iron rod (New) in the Northerly margin of this described Easement, thence; North 51 degrees 13 minutes 36 seconds East 334.45 feet to an iron rod (New) in said margin, thence; with a curve to left having a radius of 733.07 feet, North 9 degrees 10 minutes 05 seconds East 117.30 feet to an iron rod (New) thence; North 41 degrees 58 minutes 54 seconds East, 267.33 feet to an iron rod, thence: North 43 degrees 02 minutes 14 seconds East, 732.81 feet to a point, thence; North 49 degrees 00 minutes 00 seconds East 26.80 feet to a point, thence; North 51 degrees 00 minutes 00 seconds East 86.35 feet to a point, thence; North 58 degrees 22 minutes 26 seconds East, 150.22 feet to a point, thence; in a Southerly direction South 31 degrees 37 minutes 34 seconds East, 50.00 feet to a point, thence: in a South Westerly direction along the South margin of this described Easement South 58 degrees 22 minutes 26 seconds West, 147.00 feet to a point, thence; continuing along said margin South 51 degrees 00 minutes 00 seconds West, 90.00 feet to a point, thence; South 49 degrees 00 minutes 00 seconds West, 13.00 feet to the point of beginning containing 1.965 acres more or less.

Being the same property conveyed to Collins Farms, L.P., a Tennessee limited partnership by Executor's Deed from the residuary beneficiaries of the Estate of Margaret E. Collins and executors of the Estate of Margaret E. Collins of record in Instrument Number 20060221-0019780, Register's Office for Davidson County, Tennessee.

The above description is the same as in the previous deed of record.

7650 Lakeview Drive, Nashville, Tennessee 37209

(House Number) (Street) (City) (State) (Zip Code)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, her 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 the same is unencumbered. Except this conveyance is made expressly subject to all limitations, restrictions and encumbrances as may affect the property.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said Grantee, her 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 note, 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, I the said Grantee herein do hereby transfer and convey unto **Frank E. Lee, Trustee**, a

resident of Nashville, Davidson County, Tennessee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. I, the said Grantee 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 maximum insurable amount 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. I 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 I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of the, 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 I, the said Grantee 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 I 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; I/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 fifteen (15) days from date of such payment, or in the event the Grantee dies, or in the event the Grantee is in voluntary or involuntary bankruptcy, 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 weekly publications in a newspaper of general circulation, daily or weekly, distributed 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, 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. I 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. I 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.

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 Grantors herein, their heirs, representatives or assigns.

In the case of 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 Grantee, have hereunto set our hands this the 26th day of December, 2007.

Collins Farms, L.P.

Collins Holdings, L.L.C., General Partner

By: Virginia C. Snyder
VIRGINIA C. SNYDER

Amanda Snyder Wright
AMANDA SNYDER WRIGHT- Grantor

Title: Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State mentioned, personally appeared **Virginia C. Snyder** with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Chief Manager of Collins Holdings, L.L.C., a Tennessee limited liability company, and said limited liability company being a general partner of Collins Farms, L.P., a limited partnership, the within bargainor, a Limited Partnership and Limited Liability Company and that she as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Limited Partnership and Limited Liability Company by herself as Chief Manager.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of December, 2007.

Frank E. Lee
NOTARY PUBLIC

FRANK E. LEE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My commission expires: 9-19-09

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Amanda Snyder Wright**, the bargainor, with whom I am personally

acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of December, 2007.

Frank E. Lee
NOTARY PUBLIC

My commission expires: 9-19-09

FRANK E. LEE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Subscribed and sworn before me, this the 26th day of December 2007.

Frank E. Lee
NOTARY PUBLIC

My commission expires: 9-19-09

The actual consideration or value whichever is greater, for this transfer is: **$300,000.00**.

Amanda Snyder Wright
Affiant

FRANK E. LEE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.