Installment Deed

BOOK 5149 PAGE 91

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert Hoskins et ux	Same	138-0
(NAME: 980 West 45th Place	(NAME:	11
(STREET ADDRESS OR ROUTE NUMBER) Hialeah, Fla. 33012	(STREET ADDRESS)	4D-22655
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ---Twenty-Seven Thousand Four Hundred Thirty and no/100ths----------($27,430.00)---------- *Dollars,*

of which --Six Thousand Nine Hundred Thirty and no/100ths----------($6,930.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand Five Hundred ----------($20,500.00)---------- *Dollars,*

ROBERT HOSKINS and wife, LENA HOSKINS,

have executed

their one (1) promissory note of even date herewith in the original principal sum of $20,500.00 payable to the order of Tom Fancher and wife, Carolyn B. Fancher, and Ralph W. Hamby and wife, Imodean R. Hamby, in nine (9) equal installments, payable semi-annually, of $2,527.46 each, said installments to fall due on the first day of June and December of each year beginning December 1, 1977, and a tenth and final installment of $2,527.50 to be due June 1, 1982, with interest computed on the unpaid principal balance at 8% per annum,

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, TOM FANCHER and wife, CAROLYN B. FANCHER, and RALPH W. HAMBY and wife, IMODENE R. HAMBY,

have this day bargained and sold, and do hereby transfer and convey unto the said

ROBERT HOSKINS and wife, LENA HOSKINS, their

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee, containing 27.43 acres, more or less, and being described according to an unrecorded survey made by Ralph W. C. Lambert, Registered Land Surveyor, dated April 16, 1977, as follows:

Beginning at a concrete monument located 880.3 feet, more or less, from the northerly margin of Couchville Pike, where the same intersects with an unnamed road; thence N 6° 13' E 731.0 feet to a concrete monument; thence N 81° 30' W 797.8 feet to an iron pin set in concrete; thence N 47° 22' E 123.88 feet to an iron pin; thence N 56° 58' E 207.21 feet to an iron pin; thence N 14° 34' E 155.0 feet to an iron pin; thence N 43° E 126.87 feet to an iron pin; thence N 68° 12' E 80.06 feet to an iron pin; thence N 60° 53' E 99.19 feet to an iron pin set in concrete in the center line of an old unnamed road; thence N 63° 41' W 705.49 feet to a concrete monument, the northernmost point of this property and a common point with the U. S. Government property; thence S 4° 33' W 92.0 feet to an iron rod; thence S 14° 45' W 743.93 feet to an iron pin; thence S 13° W 763.28 feet to a concrete monument; thence S 84° 4' 50" E 1,165.5 feet to the point of

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ Dade
The actual consideration or value whichever is greater for this transfer is $ 27,430.00
Subscribed and sworn to before me, this the 16 day of May 1977
Robert Hoskins
Affiant.
My commission expires NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION (Affix Seal) BONDED THRU GENERAL INSURANCE UNDERWRITERS
Notary Public

beginning, and containing 27.43 acres, more or less.

Being the same property conveyed to Tom Fancher and wife, Carolyn B. Fancher, and Ralph W. Hamby and wife, Imodene R. Hamby, by deed from Jack Holladay, Sr., and wife, Fannie Kate Holladay, of record in Book 4551, page 875, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as Couchville Pike, Hermitage, Tennessee.
(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 ROBERT HOSKINS and wife, LENA HOSKINS, 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* ROBERT HOSKINS and wife, LENA HOSKINS, 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 ROBERT HOSKINS and wife, LENA HOSKINS, *hereinafter referred to as trustors, hereby transfer and convey unto* STEPHEN L. EDWARDS, *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 $ none, *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.

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* May, *19* 77

Robert Hopkins

Ralph W Hamby

Imodeane R. Hamby

Tom Fancher

Carolyn B. Fancher

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, C W Blankenship, *a Notary Public in and for said County and State,* Ralph W. Hamby, Imodeane R. Hamby, Tom Fancher, Carolyn B. Fancher

*the within named bargainor*S, *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* 19th *day of* May, *19*77.

C W Blankenship
Notary Public

C. W. BLANKENSHIP NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

Commission expires Sept 15, 1979

STATE OF Florida
COUNTY OF Dade

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Personally appeared before me, Rosa Maria Herrera *a Notary Public in and for said County and State,* ROBERT HOSKINS and wife, LENA HOSKINS

*the within named bargainor*s*, 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 Hialeah, Florida *this* 13th *day of* May *, 19*77

Rosa Maria Herrera
Notary Public

Commission expires NOTARY PUBLIC, STATE of FLORIDA at LARGE MY COMMISSION EXPIRES AUGUST 9, 1977 BONDED THRU GENERAL INSURANCE UNDERWRITERS.

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, 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 .....

Prepared by:
Stephen L. Edwards
Attorney at Law
806 Nashville Bank & Trust Bldg.
Nashville, Tn. 37201

MAY 19 77	CONV	27,430.00				
MAY 19 77	MORT'G	20,500.00				
MAY 19 77	S'TAX		B*	71.24		
MAY 19 77	S'TAX		B*	18.50		
MAY 19 77	PR'FEE		B*	.50		
MAY 19 77	W'DEED		B*	8.00	*	98.24

INSTALLMENT DEED

FROM
TOM FANCHER and wife, CAROLYN B. FANCHER, and RALPH W. HAMBY and wife, IMODENE R. HAMBY

TO
ROBERT HOSKINS and wife, LENA HOSKINS

E 04575

IDENTIF. REFERENCE

MAY 19 11 41 AM '77

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238