BOOK 5515 PAGE 551

# INSTALLMENT DEED

FROM: Charles L. Bates and wife, Mae Belle Bates, Grantors

TO: John A. Roschman, Grantee

This Instrument Prepared By:
Julian L. Bibb
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| John A. Roschman<br>Roschman Properties<br>Intracoastal Building<br>Suite 110<br>3000 N. E. 30th Place<br>Ft. Lauderdale, Florida 33306 | Same | 34-1-42 |

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $80,000.00.

Charles L. Bates
Affiant

Subscribed and sworn to before me, this the 11th day of Oct., 1979.

Linda K. Hardy
Notary Public

My Commission Expires: 4-18-81
(Affix Seal)

FOR AND IN CONSIDERATION OF the sum of Eighty Thousand and 00/100 Dollars ($80,000.00), of which Twenty-Three Thousand and 00/100 Dollars ($23,000.00) has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed a promissory note of even date in the original principal amount of Fifty-Seven Thousand and 00/100 Dollars ($57,000.00) with interest at the rate of Ten percent (10%) per annum and attorney's fees thereon, payable in equal quarterly installments of Two Thousand Two Hundred Seventy and 88/100 Dollars ($2,270.88) until said indebtedness is paid in full, maturing October 1, 1989, Charles L. Bates and wife, Mae Belle Bates, Grantors, have this day bargained and sold, and do hereby transfer and convey unto John A. Roschman, Grantee, Grantee's heirs and assigns, certain real estate in Davidson County, Tennessee as follows:

> Being Lot No. 58 on the Plan of Echo Meadows, as of record in Book 2331, page 64, Register's Office for said County.
>
> Said Lot No. 58 fronts 158 feet on the easterly side of Meadow Lark Lane and runs back between lines, 171 feet on the northerly line and 256.6 feet on the southerly line, to a dead line in the rear on which it measures 233.5 feet.
>
> Being the same property conveyed to Charles Lee Bates and wife, Mae Belle Bates by deed from Barbara T. Cato Evans and husband, J. D. Evans of record in Book 4098, page 422, Register's Office for Davidson County, Tennessee.

This is improved property, known as 806 Meadow Lark Drive, Goodlettsville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, Grantee's heirs, successors and assigns forever. Grantors covenant that Grantors are lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for the following:

Restrictions and setback lines of record in Book 2331, page 64, Register's Office of Davidson County, Tennessee.

Grantors further covenant and bind Grantors' heirs, successors, assigns and representatives, to warrant and forever defend the title to said real estate to said Grantee, Grantee's 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 note, and to secure all extensions, renewals, modifications and changes in form of said indebtedness and the note evidencing same (the terms of which note are incorporated herein by reference as fully as if copied herein verbatim) and further to secure the payment of any other indebtedness presently existing or hereafter arising, of any type or kind, direct or contingent, owed or to be owed by Grantee (or any one of the Grantees) to Grantors (all of which shall hereafter be called "indebtedness"), a lien is expressly retained by Grantors on the land herein conveyed. Further, for the purposes aforesaid and in order to render court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness as it matures unnecessary, as hereinafter provided, and for the consideration of one dollar, to Grantee in hand paid, the said Grantee, John A. Roschman, and his wife, Betty L. Roschman, which parties shall be hereinafter collectively referred to as Grantee, do hereby transfer and convey unto Julian L. Bibb, Trustee, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, and together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to said property, and further together with all rents, issues and profits which may arise or be derived from said property all of which Grantee hereby transfers and assigns to Trustee, provided that Grantee shall be entitled to possession of said property and to collect and retain all said rents, issues and profits until default hereunder. This installment deed shall remain in full force and effect until all obligations secured hereby are fully paid to secure the payment of said note or notes and such other indebtedness, principal and interest, and attorney's fees.

TO HAVE AND TO HOLD said property to the said Trustee, and his successors and assigns forever.

Grantee covenants that Grantee has good right, full power, and lawful authority to convey said property to the Trustee; that Grantee will warrant and defend the title to said property against all claims arising out of acts, directly or indirectly done by Grantee.

## ADDITIONAL COVENANTS AND WARRANTIES

Grantee further covenants, warrants, and agrees as follows:

1. To pay promptly the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. All principal after any acceleration of maturity as hereinafter provided shall bear interest at the maximum rate allowed by applicable law, it being expressly agreed and understood that this installment deed secures the payment of said principal sum, and the interest as above described; to also pay, or cause to be paid, the debt hereby otherwise secured, present or future, according to the tenor and effect thereof.

2. If required by Grantor, to make monthly deposits with Grantor, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one twelfth (1/12th) of the estimated yearly taxes and assessments levied or to be levied against the premises herein described and insurance premiums, all as estimated by Grantor. Such deposits shall be applied by Grantor to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Grantee on demand. Upon any default in the payment of the indebtedness secured hereby, Grantor may apply any funds in said account to any obligation then due under this mortgage. Grantor shall have the right to hold the said deposits, without interest or earnings, in any manner which Grantor selects and may commingle the deposits with other money held by Grantor. If the amount of the deposits held by Grantor shall exceed at any time the amount deemed necessary by Grantor to provide for such taxes, assessments, and insurance, as they fall due, such excess shall be credited to Grantee in such manner as Grantor may determine. Upon payment in full of all sums secured by this deed of trust, Grantor shall credit to Grantee any remaining deposits held by Grantor.

Grantor may at any time hereafter at its option waive, and after such waiver reinstate, any and all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Grantee in writing of such waiver or reinstatement. While any such waiver is in effect Grantee will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this installment deed.

3. All payments received by Grantor shall be applied, first, in payment of amounts payable to Grantor by Grantee under paragraph 2 hereof, then to interest payable on the note and on future advances, if any, and last to the principal of the note and to the principal of future advances, if any.

4. So long as any part of the debt hereby secured shall be unpaid: To remove from said premises all lien or other claims, statutory or otherwise; to protect the title and possession of said real estate; and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments general and special, now existing, or hereafter levied or assessed (unless same is being contested in good faith) upon said real estate or the interest therein created by this mortgage, or which by the laws of Tennessee may be levied or assessed against said Grantee or its interest in said land, or the debt hereby secured, or upon this installment deed, and deliver the official receipts therefor to the Grantee.

5. To abstain from the commission of waste on the above described premises and to keep the buildings thereon and equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of government, affecting the above described premises.

6. To keep said buildings, and any which may hereafter be erected upon said premises, insured against loss or damage by fire and such other hazards or risks as may be required by said Grantor in such amount or amounts as may be required by said Grantor, in such insurance company or companies as the said Grantor, its successors or assigns, may approve, and to deliver to said Grantor, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such mortgage indemnity clause as said Grantor shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All insurance carried shall be satisfactory to said Grantor. Any sum which may become due under any such policy may be applied by said Grantor, at its option, either to reduce said debt or to repair or replace the improvements covered by said policy. Grantor may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Grantee fails to replace any such insurance within ten days after being notified that the Insuring Company is no longer approved by Grantor. In case of sale under foreclosure hereof, all such insurance shall thenceforth be made payable to the party purchasing at foreclosure; and in such event said Grantor is hereby authorized to collect the unearned premium on any such policy it may cause to be cancelled and apply such premium towards the payment premium on any such new insurance.

7. In case said Grantee shall neglect or refuse to keep said premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any liens, statutory or otherwise, on said premises, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to said Grantor, as aforesaid, then said Grantor may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereof, redeem said premises which may have been sold or forfeited for taxes or assessments thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time, as said Grantor may deem proper. Any sums which may be so paid out by said Grantor, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at the maximum rate allowed by law, shall be paid by said Grantee to said Grantor upon demand and shall be deemed a part of the debt hereby secured, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax titles so purchased, paid, or redeemed by said Grantor shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

Payment by the Grantor for and on behalf of the Grantee of any such delinquent tax or insurance premium, properly payable by Grantee under the terms of this mortgage, shall not cure the default herein described.

8. In the event Grantor or Trustee, or their successors or assigns, shall hereafter appear in any court or tribunal whatever, to defend the title or possession of the above-described property or the lien thereon, or appear in court to prove the mortgage debt, all costs and expenses of such appearance, together with a reasonable attorney's fee, shall be allowed to Grantor and/or Trustee (as the case may be) and such costs, expenses and attorney's fee shall bear interest at the maximum rate allowed by law from the date of payment by Grantor or Trustee and shall be an additional lien upon the above-described real property, concurrent with and collected in the same manner as the balance of the indebtedness secured hereby.

9. In the event damages are paid or awarded for the taking of or injury to the above-described property, whether such taking or injury be done under the power of eminent domain or otherwise, any and all such payments, awards and damages arising thereunder shall be paid to Grantor to be applied at the option of Grantor toward the satisfaction of any and all indebtedness existing by virtue of this mortgage whether or not said indebtedness be then due.

10. Grantee, at the option of Grantor, shall pay a "late charge" not exceeding 5 per centum of any said aggregate quarterly installment when paid more than fifteen days after the due date thereof (provided that in no event shall said "late charge" result in the payment of interest in excess of the maximum interest permitted by law), to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

11. If Grantee should convey the property, or any interest therein, to any other party, or should place another mortgage or lien against said property, without first obtaining written consent of Grantor, or should a creditor, receiver or trustee in bankruptcy obtain any interest in the property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction, or by means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the holder would otherwise be entitled with the Grantee desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Grantor.

12. In the event there shall be any default in the payments, terms or provisions of any lien against a portion or all of the property conveyed herein, having priority over the lien created herein, Grantee shall be in default:

In every instance herein Grantee shall fail to pay any amount when due, or fail to comply with the terms of this instrument, the same shall constitute default hereunder, and Grantor at its option may, without limitation, but by way of specific inclusion, do any one of the following:

(a) Demand the entire principal debt, advances hereunder, and accrued interest, service fee and charges;

(b) Advance the funds necessary to satisfy the obligation and demand payment within thirty (30) days from date of said demand, together with interest thereon at the same rate indicated in the evidence of indebtedness, all of which shall be secured by this installment deed.

(c) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advance will bear interest and service fee at the rate of the evidence of indebtedness, all of which shall be secured by this installment deed.

13. When all obligations under this installment deed and the note and notes secured hereby have been discharged in full, Grantor shall deliver to Grantee a legally sufficient release of the lien of this installment deed at Grantee's expense, together with said note or notes duly cancelled.

14. In the event of the passage after the date of this installment deed of any law of the State of Tennessee, deducting from the value of the land for the purpose of taxation the value of any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, installment deeds, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect

the interest of the Grantor, then, and in such event, Grantee shall bear and pay the full amount of such taxes, provided that if for any reason payment by the Grantee of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within instrument, or otherwise, Grantor may, at its option, declare the whole sum secured by this installment deed, with interest thereon, to be immediately due and payable, or Grantor may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantee shall, concurrently therewith, pay the remaining lawful and non-usurious portion or balance of said taxes.

## DEFAULT AND FORECLOSURE

Now, if the Grantee shall pay said indebtedness when due, and shall well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall become void and the legal title to said property shall vest in the Grantee, and proper satisfaction and release of record will be entered at the expense of the party of Grantee.

But, if Grantee shall fail to pay any part of said indebtedness when due, or shall fail to keep and well and truly perform any of the covenants and agreements herein made by Grantee, then in either such event all of the indebtedness hereby secured shall, at the option of the Grantor thereof,* ~~and without notice to the party of the first part~~, become immediately eligible, due and payable, and this installment deed may be foreclosed by a judicial proceeding, or the Trustee herein is authorized and empowered to enter and take possession of said real estate and, before or after such entry, to advertise the sale of said property or any part thereof, once each week for three consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice and of the terms in a newspaper published in said county, and sell the said real estate at the courthouse door in the county where said land lies, for cash to the highest bidder free from the equity of redemption and all other rights of redemption statutory or otherwise, homestead, dower and all other exemptions and marital rights, all of which are hereby expressly waived and conveyed, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which said party of the first part agrees shall be given without obstruction, hindrance or delay and will from that moment become and be a tenant at will of the purchaser, and removable by process, as upon a forcible and unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said premises from and after said sale.

* THIRTY (30) DAYS AFTER THE RECEIPT BY GRANTEE OF WRITTEN NOTICE FROM GRANTOR SPECIFYING THE NATURE OF THE DEFAULT,

In case of assignment of rents by the Grantee to secure further the indebtedness herein secured, or in case it becomes necessary for the Trustee to take charge of the property on account of default, the Trustee shall be entitled to the usual fee charged for the collection of rents.

The owner of the indebtedness hereby secured may become the purchaser at any sale hereunder.

The proceeds of any sale hereunder shall be applied as follows:

First, to the expenses of making, maintaining and executing this trust, including the expense of protecting the said real estate security, the expense of any litigation and reasonable lawyer's fees, and a reasonable commission to the Trustee (not exceeding five per cent); Second, to the payment of the indebtedness hereby secured or intended so to be; Third, to the payment of any surplus to the party of the first part, or order.

Said sale may be postponed or adjourned from time to time without readvertising, and be dismissed and not made. The acting Trustee is authorized to appoint an agent or auctioneer to make any sale hereunder, and any sale so made shall have the same validity as if made by said Trustee; and a cash deposit may be required as a condition for the acceptance of bids.

Should the Trustee named herein die, fail, refuse or become unable to act, or for any other reason satisfactory to the part of the Grantor, or the legal holders of a majority of the unpaid indebtedness hereby secured, may name and appoint a successor to execute this trust, and title, powers and authority herein conveyed to Julian L. Bibb, Trustee, shall be vested in said successor; which appointment shall be in writing, and shall be duly registered in the Register's Office of the County in which said land lies; and as to any such substitute Trustee like powers of appointment and substitution shall exist in favor of the party of the third part, its successors and assigns.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the note or notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successors shall be void if any portion of the debt hereby secured is in default at the time of such sale.

The giving of bond, making oath, or the filing of inventory by the Trustee herein or successors, is expressly waived.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Grantor and Grantee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Grantee shall be joint and several. The term "Grantor" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise.

Said Betty L. Roschman has conveyed to the Trustee by this instrument any and all right, title, and interest in the real property herein described which she may have or hereinafter acquire in order to secure the debt described above.

IN WITNESS WHEREOF, Grantor and Grantee has hereunto set their hands this 11 day of Oct., 1979.

GRANTORS:

Charles L. Bates
CHARLES L. BATES

Mae Belle Bates
MAE BELLE BATES

GRANTEE:

John A. Roschman
JOHN A. ROSCHMAN

Betty L. Roschman
BETTY L. ROSCHMAN

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Linda K. Hardy, a Notary Public in and for said County and State, the within named CHARLES L. BATES, 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, Tennessee, this 11th day of October, 1979.

Linda K. Hardy
Notary Public

My Commission Expires: 4-18-81

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Linda K. Hardy, a Notary Public in and for said County and State, the within named MAE BELLE BATES, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11th day of October, 1979.

Linda K. Hardy
Notary Public

My Commission Expires: 4-18-81

STATE OF Florida )
COUNTY OF Broward )

Personally appeared before me, Jody R. Catlin, a Notary Public in and for said County and State, the within named JOHN A. ROSCHMAN, 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, Tennessee~~ Ft. Lauderdale, Fla, this 5th day of October, 1979.

Jody R. Catlin
Notary Public

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires May 6, 1982 Bonded By American Fire & Casualty Company

STATE OF Florida )
COUNTY OF Broward )

Personally appeared before me, Jody R. Catlin, a Notary Public in and for said County and State, the within named BETTY L. ROSCHMAN, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ~~Nashville, Tennessee~~ Ft. Lauderdale, Fla, this 5th day of October, 1979.

Jody R. Catlin
Notary Public

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires May 6, 1982 Bonded By American Fire & Casualty Company

F.5817.9

IDENTIF. REFERENCE

OCT 17 3 23 PM '79
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JLB/jaj/lf
9/24/79

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____ BOOK 5515 PAGE 558

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 |
|---|---|---|---|---|
| | | | 80000.00- | CO |
| | | | 57000.00- | MO |
| | | | 208.00 | CO TX |
| | | | 56.00 | MO TX |
| | | | .50 | PRFEE |
| | | | 21.00 | WDEED |
| | | | CHECK | 284.50- |
| 9233A | 10/17/79 | | BAL | .00 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.58179

IDENTIF. REFERENCE

OCT 17 3 23 PM '79

No. 719313