Installment Deed

BOOK 5814 PAGE 820

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP - PARCEL NUMBER
DAVID BOTKIN, et ux	OWNER	24
919 Pamela Drive		p/o 16
Bensonville, Illinois	60106	

FOR AND IN CONSIDERATION of the sum of Twelve Thousand Five Hundred and No/100---- ($12,500.00)---------- Dollars of which Five Thousand and No/100 ($5,000.00)---------- Dollars has been paid in cash the receipt of which is hereby acknowledged, and for the remainder Seven Thousand Five Hundred and No/100-- ($7,500.00)---------- Dollars

DAVID BOTKIN and wife, ALICE M. BOTKIN have executed their promissory note payable in 24 equal monthly installments in the amount of Three Hundred Fifty-three and 05/100 ($353.05), to Michael P. Hosey and wife, Charlene E. Hosey, beginning October 31, 1981.

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. MICHAEL P. HOSEY and wife, CHARLENE E. HOSEY have this day bargained and sold, and do hereby transfer and convey unto the said DAVID BOTKIN and wife, ALICE M. BOTKIN, their (successors), heirs and assigns certain real estate in DAVIDSON County, Tennessee as follows

Land in the Tenth Civil District of Davidson County, Tennessee, being described according to a survey by Donald R. Carver, dated October 5, 1981, as follows:

Beginning at an iron pin on the northerly margin of Shaw Road and the south side of a branch near a bridge, same being the southeast corner of this property; thence, leaving the road North 15° 00' West 349.90 feet to a point; thence North 18° 00' West 253.80 feet to a pin; thence, North 26° 15' West 72.60 feet to a pin; thence North 10° 00' West 100.00 feet to a pin; thence, North 8° 00' West 155.20 feet to an iron pin in fence line; thence, leaving the fence line due east 365.00 feet to an iron pin; thence, South 00° 06' West 924.25 feet to an iron pin on the northerly margin of Shaw Road near a large creosote post; thence, with the northerly margin of Shaw Road North 77° 00' West 126.00 feet to an iron pin, the point of beginning, containing 5.20 acres.

Being part of the same property conveyed to Michael P. Hosey and wife, Charlene E. Hosey by deed from C. H. Phelan and wife, Ruby Phelan, of record in Book 5620, page 610, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a perpetual easement for ingress egress to a cemetery located on the above described property and as described in the deed of record in Book 5620, page 610, Register's Office for Davidson County, Tennessee.

This conveyance is also subject to a dedication of cemetery as described in deed of record in Book 5620, page 610, Register's Office for Davidson County, Tennessee.

Grantors convey an easement for ingress and egress to and from Shaw Road and the property herein conveyed, across property retained by grantors, being across a strip of land fronting 50 feet on Shaw Road and running north 100 feet along the easterly boundary of the property herein conveyed, using an existing road.

11/03 47.50- CHECK

6208

Grantors retain the right to use an existing roadway across the property herein conveyed, which meanders in a northerly direction from Shaw Road to property of the grantors lying north of the property herein conveyed.

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IDENTIF. REFERENCE

Nov 3 8 47 AM '81

FELIX A. ... II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 12,500.00

Subscribed and sworn to before me, this the 30th day of October 19 81

Affiant

My commission expires 10/17/82
(Affix Seal)

Notary Public

...TREE * ...TENN. * DAVIDSON COUNTY PUBLIC

This is improved (X) property, known as 5.20 acres, Shaw Road, Goodlettsville, Tn. 37072

unimproved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, 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 grantees, their (successors), heirs and assigns against the lawful claims of 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 ..... DAVID BOTKIN and wife, ALICE M. BOTKIN .....

.....

hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ acv ..... 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 and 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 Registers 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.

Witness our hand S this 30th day of October 19 81, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

x David Botkin	Michael P. Hosey
DAVID BOTKIN	MICHAEL P. HOSEY
x Alice M. Botkin	Charlene E. Hosey
ALICE M. BOTKIN	CHARLENE E. HOSEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael P. Hosey and Charlene E. Hosey, 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 Goodlettsville, Tennessee this 30th day of October, 19 81.

Jane L. Davis
Notary Public

Commission expires October 17, 1982

STATE OF ILLINOIS
COUNTY OF DuPage

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David Botkin and Alice M. Botkin, the within named bargainors, 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 Bensenville, Illinois, this 24 day of October, 1981.

William A. Brent
NOTARY PUBLIC

My Commission Expires: FEBRUARY 14, 1983.

INSTALLMENT DEED

FROM

TO

THIS INSTRUMENT PREPARED BY
DOUGLAS R. BERRY
Attorney
907 TWO MILE PKY.
GOODLETTSVILLE, TN 37072

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5814 PAGE 823

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
			12500.00- CO	
			7500.00- MO	
			32.50 CO TX	
			5.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	47.50-
6200A	11/03/81		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 66616

IDENTIFICATION REFERENCE

Nov 3 8 47 AM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 851385