2150468
296657

ASSIGNMENT OF DEED OF TRUST

TENNESSEE

BOOK 8465 PAGE 774

FOR VALUE RECEIVED, J.I. Kislak Mortgage Service Corporation Assignor, does hereby grant, bargain, sell, convey and assign to J.I. Kislak Mortgage Corporation all its right, title and interest in and to that certain Deed of Trust executed by Sam A. White, Jr. and wife Paulette G. White

on the Nineteen day of July, 1990 and recorded in the office of County Register of Davidson County, State of Tennessee, in Document No. and/or Book 8159 Page 576, together with the Note secured thereby, and all its right, title and interest in and to the property therein described. In witness whereof, Assignor has executed this instrument this Sixteen day of October 1991.

Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of Moss Rose Estates, of record in Book 4860, Page 112, said Register's Office, to which plan reference is hereby made for a more complete Description.

Being the same property conveyed by Warranty deed from Sam A. White, Jr. and wife, Paulette G. White to Margie L. Williams of record in Book 5344, Page 300, Register's Office for said County.

The Maximum principal indebtedness for Tennessee recording tax purposes is $ 0.00.

3711 10/17 0101 03CHECK 6.00

ATTEST: J.I. Kislak Mortgage Service Corporation
7900 Miami Lakes Drive West
Miami Lakes, Florida 33016

Barbara Gaiter
ASSISTANT SECRETARY

Carol Ciriello
VICE PRESIDENT

STATE OF FLORIDA,
COUNTY OF DADE

BEFORE ME, Helen Kass a Notary Public with and for the State and County aforesaid, personally appeared Carol Ciriello, with whom I am personally acquainted, and who upon oath acknowledged to be the Vice President of the J.I. Kislak Mortgage Service Corporation within name party, a corporation, and that as such officer being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by such person as Carol Ciriello Vice President.

WITNESS my hand and seal at office, this Sixteen day of October 1991.

Helen Kass

"OFFICIAL NOTARY SEAL"
HELEN KASS
MY COMM. EXP. 8/6/94

THIS INSTRUMENT WAS PREPARED BY:
Daritza Canet
an employee and/or officer of
J.I. Kislak Mortgage Corporation
7900 Miami Lakes Drive West
Miami Lakes, FL 33016

5.50 6.0

IDENTIFICATION REFERENCE

OCT 17 2 16 PM '91

MAIL ENV.

Bk 28

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

DR. WALTER G. GOBBEL, JR.

TO

JAMES C. HOSALE AND WIFE,
JANET M. HOSALE

For draftsman's use

This instrument prepared by:
Nella Schneider Hunt, Attorney
344 Fourth Avenue, North
Nashville, TN 37219

BOOK 8465 PAGE 775

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES C. HOSALE (NAME)	JAMES C. HOSALE (NAME)	91-7-128
618 Waco Dr. (STREET ADDRESS OR ROUTE NUMBER)	618 Waco Dr (STREET ADDRESS)	
Nashville TN 37209 (CITY) (STATE) (P. O. ZIP)	Nashville TN 37209 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

5.50 61

Oct 17 2 17 PM '91

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 17,500.00 Janet M. Hosale
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF October 1991.

Notary Public

MY COMMISSION EXPIRES: 1/22/95

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND No/100-------
----------($17,500.00)---------- DOLLARS

of which $ 8,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the principal amount of $8,750.00, payable to the order of WALTER G. GOBBEL, JR., in monthly installments of $78.73 each, the first of which is due and payable on the 16th day of November, 1991 and thereafter a like amount on the 16th day of each succeeding month, with the remaining unpaid balance becoming due and payable on the 16th day of October, 1992. The installments include interest at the rate of 9% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full.

MAXIMUM PRINIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $8,750.00.

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,

DR. WALTER G. GOBBEL, JR.

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

JAMES C. HOSALE AND WIFE, JANET M. HOSALE

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

Land in Davidson County, Tennessee, being Lot No. 1022 and the west 15 feet of Lot No. 1020 of Block 175 on the Map of Plan No. 1, West Nashville, as of record in Book 57, pages 75 and 75, Register's Office for Davidson County, Tennessee, more partricularly described, to-wit:

Said property fronts 40 feet on the southerly side of Tennessee Avenue and extends back between parallel lines measuring 150 feet to a dead line in the rear, said line being the northern margin of an alley, measuring 40 feet thereon.

Being the same property conveyed to Dr. Walter G. Gobbel, Jr., by deed from Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of record in Book 6060, page 982, Register's Office for Davidson County, Tennessee.

THE PROPERTY HEREIN DESCRIBED AND CONVEYED IN THIS INSTRUMENT IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTORS.

This is unimproved ( ) improved (X) property, known as 5111 Tennessee Avenue (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

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 said notes, 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 Larry Erickson 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 $ insurable value 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. 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 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 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 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 grantees herein, their heirs, 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 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 grantees, have hereunto set our hands this the 16th day of October 19 91

James C. Hosale
JAMES C. HOSALE

Janet M. Hosale
JANET M. HOSALE

Walter G. Gobbel
DR. WALTER G. GOBBEL

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 Dr. Walter G. Gobbel, Jr. AND ~~James C. Hosale and wife~~, Janet M. Hosale 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 16th day of October, 19 91.

Jo Ann Smith
Notary Public

Commission expires 1/22/95

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

3712 10/17 0101 03CHECK 79.51

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James C. Hosale the bargainor___, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 17th day of October, 19 91.

Sandra H. Logue
Notary Public

Commission Expires 09-26-92