This Deed of Trust, Made this [illegible] day of SEPTEMBER, A. D., 19[illegible], by and between JAMES O. WATSON AND WIFE, MINNIE E. WATSON,

hereinafter known and designated as the mortgagor, of the first part, and R. W. McLemore, Trustee, hereinafter known and designated as the Trustee, party of the second part and CENTRAL TRUST COMPANY, a corporation organized and existing under the laws of the State of [illegible], and having its [illegible], hereinafter known and designated as the mortgagee, party of the third part—WITNESSETH:

That said JAMES O. WATSON AND WIFE, MINNIE E. WATSON, ARE,

justly indebted to the mortgagee in the principal sum of FOUR THOUSAND AND 00/100 DOLLARS, ($4000.00), as evidenced by one promissory note of even date herewith, payable to the order of the mortgagee at its office in the City of Nashville, Tennessee, as follows:

$ 200.00 on the FIRST day of SEPTEMBER, 1936.
200.00, " " " " SEPTEMBER, 1937.
3600.00 " " " " SEPTEMBER, 1938.

with interest at the rate of FIVE AND ONE HALF per cent per annum, payable SEMI- annually on the [illegible] day of SEPTEMBER & MARCH of each year until said debt shall be fully paid, both principal and interest being payable in gold coin of the United States of the present standard weight and fineness.

AND TO SECURE THE PAYMENT of the note aforesaid according to its tenor and effect and the faithful performance of all the covenants and agreements hereinafter contained, the said mortgagor do hereby grant, convey unto the said [illegible], his successors in trust and assigns forever, the following described property in the City of [illegible], County of [illegible], State of Tennessee, to-wit:

THE NORTHERLY HALF OF LOT NO. ONE (1), PLAN OF THE SUBDIVISION OF THE MINNIE TRACT, OF RECORD IN BOOK OF PLATS NO. [illegible], PAGE [illegible], REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID PROPERTY HAVING BEEN CONVEYED TO J.O. WATSON BY DEED OF EVEN DATE HEREWITH, AND OF RECORD IN BOOK [illegible], PAGE 500, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD, the above described real estate with the improvements and appurtenances thereto and thereunto appertaining unto the said Trustee, his successors in trust and assigns forever.

The mortgagor covenant that [illegible] lawfully seized and possessed of said property, has full right to convey the same, that it is free from encumbrances and that they will warrant and forever defend the said title to the said Trustee against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if the said mortgagor or the heirs, executors, or administrators of the mortgagor shall pay unto the mortgagee, its successors or assigns, the said indebtedness and the interest thereon, at the time and in the manner aforesaid in the said note mentioned, and all other sums which may become due and payable thereunder, then this deed shall be void; but if default be made in the payment of any of said sums, or in the manner provided by law, but if the interest of the mortgagee [illegible] before such sale, THE MORTGAGOR covenant with the mortgagee as follows:

(1) That the mortgagor will pay the indebtedness as hereinbefore provided, and if default be made in the payment of any part thereof, or if, however, or in the performance of any of the covenants and conditions herein contained, the Trustee shall have the power to sell the property herein described under the power of sale herein granted, or the mortgagee may foreclose this deed of trust by suit, or otherwise, at its option. (2) And it is hereby expressly agreed that the whole of said principal sum, or so much thereof as shall remain unpaid, shall become due at the option of said mortgagee, or its assigns, after default in the payment of any of said [illegible] or default in the performance of any of the obligations herein contained, for thirty days or after default in the payment of any tax or assessment, however payable, for sixty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, without the consent of the mortgagee, notwithstanding anything herein contained to the contrary notwithstanding. (3) The mortgagor after covenant and agree to keep the improvements now on said premises insured against loss by fire, and if required against loss by tornado, for the benefit of the mortgagee thereof, but not exceeding the amount of the indebtedness, in companies satisfactory to the mortgagee, and to assign said policies to the mortgagee, as further collateral security hereunder, with loss payable in case of loss to said mortgagee as its interest may appear, and to deliver said policies to the mortgagee, at least five days before the expiration of the old policies. (4) That the mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property in good repair, and will not commit or permit any waste thereof, and that the mortgagor having constructed, altered, repaired or removed any building on the premises without the written consent of the mortgagee, it being the intention hereof that the mortgagee shall have the right to require the maintenance of the buildings on the premises at all times in substantially the condition they are in at the execution of this deed of trust, reasonable wear and tear excepted. (5) That the mortgagor will pay all taxes, assessments or other liens taking priority over this deed of trust, when due, and should the mortgagor fail to do so, the mortgagee may, at its option, pay the same, with any interest or penalty thereon, and any amount so paid, the mortgagor covenant and agree to repay to the mortgagee with interest thereon, without notice or demand, and the same shall be a lien on the said premises and be secured by the said note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the mortgagee so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding. All attorneys' fees and expenses incurred in the collection of the obligation herein secured, or in foreclosure of this deed of trust, and all attorneys' fees and expenses incurred by the mortgagee or its assigns by reason of litigation with third persons to protect the lien of this trust or to protect the trust property, will be paid on demand by the mortgagor, and in the event the same are not paid on demand, such fees and expenses will be a lien on the premises herein described and be secured by these presents. (6) In the event of the passage after the date of this deed of trust of any law of the State of Tennessee deducting from the value of the land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by deeds of trust for State or local purposes, or the manner of the collection of any such taxes, the holder of this deed of trust and of the debt which it secures shall have the right to give thirty days' written notice to the owner of said land requiring the payment of the debt hereby secured, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

AND IT IS FURTHER AGREED that in case of default in the payment of any of the indebtedness hereby secured, or the interest thereon as same shall mature, or in case of failure to keep and perform any of the agreements herein contained, the Trustee after advertising the time and place and describing the property and referring to this deed of trust, by four consecutive weekly publications in some newspaper published in Nashville, Davidson County, Tennessee, the first publication to appear not less than twenty-one days prior to the date set for sale, may proceed to sell said property herein described to the highest bidder for cash, at the south door of the Davidson County Court House, in Nashville, Tennessee,

and shall apply the proceeds of such sale, FIRST, to the payment of the cost of executing this trust including any and all sums the beneficiary or Trustee may have expended or become liable for, on account of litigation, attorneys' fees, in connection therewith or for collecting said indebtedness or any part thereof by sale hereunder or otherwise, taxes, insurance premiums, or any advance made or expense incurred on account of said property, with interest thereon. SECONDLY, to the payment of the indebtedness hereby secured, remaining unpaid, and THIRDLY, he shall pay over the remainder, if any, to the mortgagor, HIS HEIRS,

heirs and assigns, and the Trustee shall execute a deed to the purchaser, who shall thereby be vested with the simple title to the premises hereby mortgaged, and after such sale the mortgagor, heirs or assigns, or tenant in possession, shall become tenants at will of the purchaser, at a monthly rental of $ 60.00. In the event of such sale the equity of redemption, dower and homestead are hereby expressly waived. In the event of refusal, death, absence or inability of the Trustee named herein to act, when requested, or if the mortgagee shall for any reason desire to change the Trustee, the mortgagee may appoint a substitute Trustee, which appointment shall be in writing, executed and acknowledged in the form required for deeds conveying realty, and registered in the office of the Register of Deeds, in the county where said land is located, and such appointment shall vest the title to said land in and clothe and invest such successor in trust with all of the powers granted to the trustee herein named. Oath and bond of the Trustee is hereby expressly waived. In the event of sale herein the mortgagee may become the purchaser. The word "mortgagee" wherever used herein shall include any subsequent holder of the note and indebtedness secured hereby as well as the Central Trust Company as above set out.

IN WITNESS WHEREOF, the said JAMES O. WATSON AND WIFE, MINNIE E. WATSON, have hereunto set THEIR hand S and seal S the day and year first above written.

Signed, sealed and delivered
in presence of:
W. E. LELAND, JR.
M. E. DANIEL.

JAMES O. WATSON.
MINNIE E. WATSON.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON,

Personally appeared before me, M. E. DANIEL, a Notary Public in and for said State and County, duly and regularly appointed, commissioned and qualified, the within named bargainor JAMES O. WATSON AND WIFE, MINNIE E. WATSON, with whom I am personally acquainted, and who acknowledged that THEY executed the within and annexed deed of trust for the purposes therein contained.

And MINNIE E. WATSON, wife of said JAMES O. WATSON, having appeared before me, privately and apart from HER said husband, the said MINNIE E. WATSON, acknowledged the execution of said deed of trust to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal, at NASHVILLE, in the State and County aforesaid, on this 16TH day of SEPTEMBER, 1936.

(SEAL) M. E. DANIEL,
Notary Public.

L. S.
Commission expires APRIL 22, 1939.

MORTGAGEE'S ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned CENTRAL TRUST COMPANY, the within named mortgagee, in consideration of $ 4000.00, to its officers in hand paid, does grant, sell and assign, without warranty, to The Equitable Life Assurance Society of the United States, a corporation, organized and existing under the laws of the State of New York, having its principal office in the City of New York, its successors or assigns, the within deed of trust, the promissory note aforesaid and all sums due thereunder, subject to the exhibition and guarantees therein set forth.

TO HAVE AND TO HOLD UNTO the said The Equitable Life Assurance Society of the United States, its successors or assigns forever, subject to the exhibition and guarantees therein set forth.

IN WITNESS WHEREOF the said CENTRAL TRUST COMPANY has caused [illegible] to be executed by one of its [illegible] and the seal of said Corporation to be attached this 16TH day of SEPT. 1936.

Witness:
[illegible]

CENTRAL TRUST COMPANY
By [illegible]
[illegible]

Filed for record SEP 17, 1936 AT 9:10 A.M.