NUMBER 36837 RECORDED NOV 2 1928 EDWARD. R SOUTHGATE ET UX TO JNO B KEEBLE. JR TR

THIS INDENTURE, Made This 1ST day of OCTOBER One Thousand Nine Hundred and TWENTY EIGHT between EDWARD R. SOUTHGATE AND WIFE ANNIE NORMAN SOUTHGATE.

hereinafter known and designated as the mortgagor, of the first part, and JNO B. KEEBLE, JR.,

Trustee, hereinafter known and designated as the Trustee, party of the second part, and 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 at No. 120 Broadway, in the Borough of Manhattan of the city of New York, hereinafter known and designated as the mortgagee, party of the third part.

WHEREAS, The said mortgagee has executed and delivered to EDWARD R. SOUTHGATE its certain policy of life insurance, bearing register date OCTOBER 1, 1928, and numbered 4 949 404 agreeing to pay to the beneficiary therein named ANNIE NORMAN SOUTHGATE upon receipt of due proof of death of the insured EDWARD R. SOUTHGATE the sum of THREE THOUSAND & NO/100., Dollars, provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, in accordance with the terms and conditions of said policy; and,

WHEREAS, The said EDWARD R. SOUTHGATE AND ANNIE NORMAN SOUTHGATE ARE justly indebted to said mortgagee in the sum of THREE THOUSAND & NO/100 Dollars, gold coin of the United States of America of the present standard of weight and fineness, secured to be paid, together with the premiums on said policy of insurance, by a certain note or obligation signed by EDWARD R SOUTHGATE AND ANNIE NORMAN SOUTHGATE bearing even date herewith, promising the payment thereof at the principal office of the said mortgagee, in the city of New York, in 120 equal monthly instalments, on the first day of each successive calendar month, in advance, commencing on the 1ST day of OCTOBER, 1928, each of the sum of FIFTY THREE & 46/100 Dollars, in gold coin as aforesaid, each such instalment except the first which does not include interest, including:

(a) A payment on account of the principal of said loan;

(b) Interest at the rate of six per cent per annum, duly discounted on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly instalments; and

(c) The monthly premium of $. 16.71 on said policy of life insurance, which has been assigned to said mortgagee as collateral security for the payment of said loan, it being in said note expressly agreed that the whole of said principal sum, or the balance thereof from time to time outstanding, shall become due after default in the payment of any one of said instalments for thirty days.

NOW, THIS INDENTURE WITNESSETH:

THAT THE SAID mortgagor for the better securing the payment to the said mortgagee of the said sum of money so borrowed, as aforesaid, with interest thereon and of the premiums upon the payment of which said policy of life insurance is conditioned and also for and in consideration of the sum of one dollar to the mortgagor in hand paid by the mortgagee, does hereby grant, bargain, sell, convey and release unto the said Trustee, and to his successors and assigns forever, all the following described property in DAVIDSON COUNTY, State of Tennessee, to wit:

A CERTAIN LOT OR PARCEL OF LAND SITUATE LYING AND BEING IN THE COUNTY OF DAVIDSON STATE OF TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS BEING THE NORTHERLY 70 FEET OF THE WESTERLY ONE HALF OF LOT NO 22 IN THE WAVERLY LAND COMPANY'S PLAN OF LOTS CALLED WAVERLY PLACE AS OF RECORD IN BOOK 57 PAGE 95 OF THE REGISTERS OFFICE FOR SAID COUNTY.

SAID PART OF SAID LOT FRONTS 70 FEET ON THE EASTERLY SIDE OF HILLSIDE AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 100 FEET TO A DEAD LINE BEING THE PROPERTY CONVEYED TO ANNIE NORMAN SOUTHGATE, BY DEED OF R.R. OGILVIE AND WIFE DATED DECEMBER, 1 1922 AND RECORDED IN BOOK NO 602 PAGE 219 R O D C TENN., TO WHICH REFERENCE IS HERE MADE.

COURT OF DAVIDSON COUNTY, TENN. BOOK NO. 245 PAGE NO. 515 R.O.D.C. TENN.

TOGETHER WITH THE APPURTENANCES and all the estates and rights of the mortgagor in and to said premises, and rents, issues and profits thereof, and all the chattels and personal property attached to or connected therewith.

TO HAVE AND TO HOLD the above granted premises unto the said Trustee, his successors in trust and assigns forever.

PROVIDED ALWAYS THAT IF THE SAID mortgagor or the heirs, executors or administrators of the mortgagor shall pay unto the said mortgagee, its successors or assigns, the said sum of money so borrowed from the mortgagee and mentioned in the condition of the said bond or obligation, and the interest thereon at the time and in the manner mentioned in the said condition, and any and all other sums which may become due and payable thereunder, and until the same be fully paid, each and every premium upon the payment of which said policy of life insurance is conditioned, then these presents and the estate hereby granted shall cease, determine and be void.

AND THE SAID MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

FIRST. That the mortgagor will pay the indebtedness as hereinbefore provided, and until the same be fully paid will keep said policy of life insurance in full force and effect and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the Trustee shall have power to sell the premises herein described under the power of sale herein granted, or the mortgagee may foreclose in any court of competent jurisdiction, at its option.

SECOND. 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 the said mortgagee, after default in the payment of any of said instalments for thirty days or after default in the payment of any tax or assessment, water rate or repairs for sixty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the contrary notwithstanding.

THIRD. That the mortgagor will execute any further necessary assurance of the title to said premises and will forever warrant said title.

FOURTH. The mortgagor also covenants and agrees to keep the mortgaged premises insured against loss by fire for not less than $ 2500.00 in some company approved by the lender, and to keep the premiums paid up during the life of this loan and deposit the policies, premiums paid, with the said mortgagee with loss clauses in such form as the mortgagee may require protecting its interest, and to keep such policies renewed from time to time, such renewal policies to be deposited, premiums paid, with the mortgagee at least three days before any expiration or expirations. Failure to so insure or pay premiums or deposit such policies shall constitute default for all purposes, and mature the debt, and the mortgagee may in that event take out insurance, pay premiums, which shall be secured hereby, and at its option proceed to foreclose by any method permitted by law or by this instrument. In case of loss and payment by any insurance company, the amount of insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding and restoring the damaged property, as the mortgagee may elect.

FIFTH. The mortgagor also covenants and agrees to keep the mortgaged premises in good order and repair so long as any indebtedness secured hereby shall remain unpaid, and failure so to do shall constitute default for all purposes, and mature the debt; and the mortgagee, should such default continue for sixty days, may in that event effect such repairs and pay for same, and any sums so expended shall be secured hereby, and at its option may proceed to foreclose by any method permitted by law or by this instrument.

SIXTH. That if default shall be made in the payment of any of said instalments mentioned in the condition of the bond at the respective times herein specified for the payment thereof, or if any other default shall be made hereunder, the mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and to apply the same after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are in the event of any such default hereby assigned to the mortgagee.

SEVENTH. And the mortgagee shall also be at liberty immediately after such default, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises without notice, and the mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the mortgagee, or the solvency of any person or persons liable for the payment of such amounts.

EIGHTH. That in default of the payment of any taxes, fines, charges and assessments, which may be imposed by law upon the said premises, or any part thereof, or if there be at any time any prior liens or encumbrances on said premises, it shall and may be lawful for the said party of the third part, without notice to or demand from the mortgagor, to pay the amount of any such tax, fine, charge, assessment, lien or encumbrance, with any expenses attending same, and any amount so paid, the mortgagor covenants and agrees to repay to the party of the third part with interest thereon without notice or demand, and the same shall be a lien on 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 party of the third part so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

NINTH. In the event of the passage after the date of this mortgage of any law of the State of Tennessee deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws of the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, or in the event of the passage of any other law so as to affect this mortgage, the holder of this mortgage 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 mortgage debt, 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.

TENTH. It is furthermore agreed that the mortgagee may resort for the payment of said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit.

In the event of default of payment of any instalment secured hereby, or any other default herein provided for, the Trustee, after advertising the time and place, and describing the property and referring to this mortgage by three consecutive weekly insertions, one week apart, in some newspaper published in NASHVILLE, TENNESSEE, the first advertisement to appear twenty-one days prior to the date set for sale, may proceed to sell said real estate herein described to the highest bidder for cash at THE SOUTH DOOR OF THE COURTHOUSE IN NASHVILLE TENNESSEE, and shall apply the proceeds of such sale, FIRST, to 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, attorney's 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 secured hereby, remaining unpaid, and, THIRDLY, it shall pay over the remainder, if any, to the mortgagors, EDWARD R. SOUTHGATE AND ANNIE NORMAN SOUTHGATE, THEIR heirs and assigns, and the Trustee shall execute a deed to the purchaser, who shall thereby be vested with the fee 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 $ 55.00 In the event of such sale, the equity of redemption, dower and homestead are hereby expressly waived. In the event of refusal, 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 or Trustees, with all the power of the original Trustee, and wherever the Trustee is referred to herein is meant any successors as well as the original Trustee. Oath and bond of the Trustee or Trustees is waived. In the event of sale hereunder the mortgagee may become the purchaser.

ELEVENTH. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever. It is furthermore agreed that the mortgagor shall have the privilege after three years from the date hereof of prepaying the amount hereby secured on the first day of any month after one month's notice, in amounts in addition to the instalments then due, equal to the amounts applicable on account of principal out of one or more successive instalments, falling due immediately following the date of such payment. All such prepayments in excess of the instalment then due and payable shall be applied by the said mortgagee on account of the net balance of principal then remaining due, and the number of instalments payable hereunder shall be reduced accordingly, but no payment on account of principal shall reduce the amount of the regular monthly instalment or relieve the borrower from the obligation to pay the same on the first day of each successive calendar month following such payment on account of principal until the entire indebtedness is fully paid.

TWELFTH. It is also agreed that upon the death of the person whose life is insured under the policy of life insurance mentioned in the bond hereinabove referred to, provided the said policy of life insurance be still in force, the balance of the principal sum hereby secured then remaining unpaid together with all arrearages of interest and all other sums of money due under the terms of said bond or of this instrument, shall become immediately due and payable and the mortgages shall apply toward the payment thereof the amouht due from it under the terms of the said policy and pay over the balance, if any, to such person or persons as may be legally entitled thereto.

THE SAID ANNIE NORMAN SOUTHGATE joins herein and in the operative and every part hereof and the term "MORTGAGOR" shall be construed to include HER as well as the said EDWARD R. SOUTHGATE except when otherwise specified.

IN WITNESS WHEREOF, the said EDWARD R. SOUTHGATE AND ANNIE [redacted] NORMAN Southgate have hereunto set THEIR hand S and seal S this day and year first above written.

EDWARD. R SOUTHGATE
ANNIE NORMAN SOUTHGATE

Signed, sealed and delivered in presence of
R.B. EVANS.

STATE OF TENNESSEE, DAVIDSON, County. } Personally appeared before me, W.A. TRIMBLE a Notary Public in and for said State and County, at NASHVILLE TENNESSEE duly commissioned, qualified and acting EDWARD R SOUTHGATE AND WIFE ANNIE NORMAN SOUTHGATE the within named bargainors with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purpose therein contained. And ANNIE NORMAN SOUTHGATE wife of the said EDWARD R SOUTHGATE having appeared before me privately and apart from her husband, the said ANNIE NORMAN SOUTHGATE acknowledged the execution of the said INSTRUMENT to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the pruposes therein expressed.

WITNESS my hand and Notarial Seal, at NASHVILLE, TENNESSEE aforesaid, this 6TH day of OCTOBER, 1928.

(SEAL) W.A. TRIMBLE
Notary Public.

MY COM EX OCT 6 1930

REC'D OCT 25 1928 AT 3:33 P.M.