NUMBER 55435 RECORDED FEB 5,1930 J.R. MANSFIELD,ET UX TO HOWELL E. JACKSON,SEC.TR.

Steger-Miller

FOR AND IN CONSIDERATION of One Dollar to US paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, WE, THE UNDERSIGNED, J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD have this day bargained and sold, and do hereby transfer and convey to HOWELL E. JACKSON Secretary of the Tennessee Building and Loan Association, of Nashville, Tennessee, a corporation, and his successors in office, as Trustee, certain property in the State of Tennessee, . DAVIDSON County, described as follows, to-wit:

BEING LOT NO.121 IN MCGAVOCK, WETMORE AND OTHERS FIRST ADDITION TO NASHVILLE, CALLED THE TOWN OF MCGAVOCK, A PLAN OF WHICH IS OF RECORD IN BOOK NO.21, PAGE 23, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOT NO.121 FRONTS 50 FEET ON THE EASTERLY SIDE OF ARTHUR, FORMERLY WETMORE, AVENUE, AND RUNS BACK EASTERLY BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

AND BEING FURTHER THE SAME PROPERTY CONVEYED BY M.W. PINSON AND WIFE TO J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, BY DEED OF RECORD IN BOOK 476, PAGE 419, R.O.D.C., TENNESSEE, TO WHICH REFERENCE IS HERE MADE.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and that the amount of the claim secured by the instrument within recorded is the true amount due and unpaid thereon, and that the charge of this instrument is fair and reasonable.

Witness:

TO HAVE AND TO HOLD said property to the said HOWELL E. JACKSON Secretary of the Tennessee Building and Loan Association, of Nashville, Tennessee, and his successors in office, as Trustee, forever in fee simple. WE covenant that WE ARE lawfully seized of the said property, 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 defend the title to said property to the said HOWELL E. JACKSON Secretary of said Tennessee Building and Loan Association, and his successors in office, as Trustee, and his or their assigns, forever, against the lawful claims of all persons, whomsoever.

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purpose, to-wit:

The undersigned, J.R. MANSFIELD AND WIFE, JESSIE BELLE MANSFIELD, ARE indebted to the Tennessee Building and Loan Association, a corporation at Nashville, Tennessee, in the principal sum of $1800.00 as evidenced by a certain promissory note of even date herewith, conditioned as follows: Said note is due on or before TWO HUNDRED (BUT NO BEFORE SIX MONTHS AFTER SIX MONTHS AFTER DATE) months after date, with interest from date at the rate of six per cent per annum, payable monthly.

At the time of the execution of said note, the undersigned J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD also became a member of and subscribed for 36 shares of installment stock in the said Tennessee Building and Loan Association, CLASS B and agreed to pay monthly dues on stock and loan premiums amounting in the aggregate, together with said monthly interest on this note, to $ 23.40 per month, and said note states the agreement that upon failure to make said total monthly payment by the 10th day of the month when due, the Tennessee Building and Loan Association, at its option, may declare the entire amount due on this note, principal and interest, to be immediately due and payable, and proceed at once to foreclose in accordance with this deed of trust and to withdraw from the credit of the said J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, MAY BE on the records of the Association, all funds with which said J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, may be credited by reason of accrued monthly payments or dividends credited thereon, and apply the same to the payment of this note, interest and attorney's fees, or any balance due thereon.

Now, if WE, THE SAID J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD shall pay the sums aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if WE fail to pay the said sums of money when due as aforesaid, or any part of said sums, according to the terms above expressed, then, upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving thirty days' notice, by weekly publication in some newspaper published in DAVIDSON County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance.

WE agree that said Trustee, or his successor, may, at any time after default in any payment required to be made by the terms and conditions of the above described note or by the terms and conditions of the above mentioned agreement to make monthly payments, as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And WE agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ 1800.00 FIRE AND $1800.00 TORNADO INSURANCE until the sums herein secured are fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. WE agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case WE fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured. AND THEREUPON AT THE OPTION OF SAID TENNESSEE BUILDING AND LOAN ASSOCIATION THE ENTIRE DEBT SECURED THIS BY THIS INSTRUMENT MAY BE IMMEDIATELY DECLARED DUE AND PAYABLE AND THIS INSTRUMENT OR DEED OF TRUST MAY BE FORECLOSED IN THE MANNER AND UPON THE TERMS HEREINABOVE SET OUT.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee.

First—To pay all the costs and charges of executing this trust, including attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, or order.

Should the said HOWELL E. JACKSON Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor or successors in office as Secretary of the Tennessee Building and Loan Association, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all the liabilities as Trustee as provided in this instrument.

In the event of a sale of said property under and by virtue of this trust, the said J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD and all persons holding under THEM shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed by said J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, that the said HOWELL E. JACKSON Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

IN WITNESS WHEREOF, WE have hereunto signed OUR name S, this 30TH day of JANUARY 19 30.

J.R. MANSFIELD

JESSIE BELLE MANSFIELD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, T. HOMER BROOKS, a Notary Public in and for said County and State, the within-named J.R. MANSFIELD AND WIFE, JESSIE BELL MANSFIELD, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JESSIE BELL MANSFIELD wife of the said J.R. MANSFIELD having appeared before me, privately and apart from HER husband, the said JESSIE BELL MANSFIELD 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 purposes therein expressed.

WITNESS my hand and official seal, at NASHVILLE Tennessee, this 30TH day of JANUARY 1930. 1/19

(SEAL) T. HOMER BROOKS

Notary Public.

My commission expires the 11TH day of JANUARY, 19 33.

REC'D FEB 4,1930 AT 10:06 A.M.

STATE OF TENNESSEE
COUNTY OF

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

And wife of the said having appeared before me, privately and apart from husband, the said acknowledged the execution of the said instrument to have been done by freely, voluntarily and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

WITNESS my hand and official seal at Tennessee, this day of 19 .

Notary Public.

My commission expires the day of , 19 .