NUMBER 51371 RECORDED OCT 19 1929 WILLIAM A GILLESPIE JR ET UX TO HOWELL.E.JACKSON SECTY.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, WILLIAM A. GILLESPIE, JR AND WIFE NELLIE GRAY GILLESPIE 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 45 ON THE PLAN OF NOLEN HEIGHTS AS OF RECORD IN BOOK 332 PAGE 122 REGISTERS OFFICE FOR SAID COUNTY.,

SAID LOT NO 45 FRONTS 50 FEET ON THE NORTHERLY SIDE OF MCCALL STREET, AND RUNS BACK BETWEEN PARALLEL LINES, 160 FEET TO AN ALLEY.

AND BEING FURTHER THE SAME PROPERTY TITLE TO WHICH WAS VESTED IN SAID WILLIAM A. GILLESPIE JR. BY DECREE OF THE CHANCERY COURT IN TBE CAUSE OF MAMIE GILLESPIE JACKSON ET AL V. MILDRED GILLESPIE RECORDED IN MINUTE BOOK 21 PAGE 497 OF THE CHANCERY COURT TO WHICH REFERENCE IS HERE MADE.,

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, 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, WILLIAM A.GILLESPIE JR AND WIFE NELLIE GRAY GILLESPIE, ARE indebted to the Tennessee Building and Loan Association, a corporation at Nashville, Tennessee, in the principal sum of $ 2100.00, as evidenced by a certain promissory note of even date herewith, conditioned as follows: Said note is due on or before TWO HUNDRED 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 WILLIAM A. GILLESPIE, JR., also became a member of and subscribed for 42 shares of installment stock in the said Tennessee Building and Loan Association, and agreed to pay monthly dues on stock and loan premiums amounting in the aggregate, together with said monthly interest on this note, to $ 27.30 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 WILLIAM A. GILLESPIE, JR., on the records of the Association, all funds with which said WILLIAM A GILLESPIE, JR. 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 WILLIAM.A.GILLESPIE, AND WIFE NELLIE GRAY GILLESPIE 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 $2100.00 FIRE AND 2100.00 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.

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 WILLIAM A GILLESPIE JR AND WIFE NELLIE GRAY GILLESPIE, or order.

Should the said HOWELL.E.JACKSON, SECRETARY., 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 WILLIAM A. GILLESPIE, JR AND WIFE NELLIE GRAY GILLESPIE 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 WILLIAM A GILLESPIE AND WIFE NELLIE GRAY GILLESPIE that the said HOWELL.E.JACKSON SECRETARY., 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 9TH day of OCTOBER 19 29

WILLIAM A GILLESPIE, JR

NELLIE GRAY GILLESPIE

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 WILLIAM AGILLESPIE JR AND WIFE NELLIE GRAY GILLESPIE the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And NELLIE GRAY GILLESPIE wi FE of the said WILLIAM A. GILLESPIE JR having appeared before me, privately and apart from HER husband, the said NELLIE GRAY GILLESPIE 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 9TH day of OCTOBER 19 29

SEAL. T.HOMER BROOKS
Notary Public.

My commission expires the 11 day of JAN , 19 33

REC'D OCT 9 1929 AT 3:29 P.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

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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 .