BEN L.HIGH, ET UX NO. 55610 RECORDED MARCH 10, 1930.

TO V P

CHAS. NELSON, TRUSTEE
NASHVILLE TRUST COMPANY

This Indenture made the 6TH day of FEBRUARY, 19 30, by BEN L.HIGH AND WIFE, MILDRED V.HIGH,

of the County of DAVIDSON, and State of Tennessee, part IES of the first part; and NASHVILLE TRUST COMPANY a corporation organized under the Laws of the State of Tennessee with its principal office in Nashville, party of the second part; and Chas. Nelson, Vice-President, Trustee, party of the third part;

WITNESSETH, That the said part IES of the first part, in consideration of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY to the said party of the third part the following described real estate with all improvements, fixtures and appurtenances, situated in the --- Civil District, in the County of DAVIDSON and State of Tennessee, to-wit:

BEGINNING AT A POINT ON THE WESTERLY MARGIN OF RAINS AVENUE, AT THE CORNER OF A 40 FOOT UNNAMED STREET, AND RUNNING THENCE NORTHERLY WITH THE WESTERLY MARGIN OF RAINS AVENUE,50 FEET TO THE SOUTHEAST CORNER OF SAID LOT #2, THENCE WESTERLY WITH THE DIVIDING LINE BETWEEN LOTS 1 AND 2, 150 FEET TO AN ALLEY; THENCE SOUTHERLY WITH THE SAID ALLEY 50 FEET TO THE ABOVE MENTIONED 40 FOOT STREET; THENCE EASTERLY WITH THE NORTHERLY MARGIN OF SAID STREET, 150 FEET TO THE PLACE OF BEGINNING, AND BEING A PART OF THE SAME PROPERTY CONVEYED TO BEN L.HIGH AND WIFE, MILDRED AND ROBERT N.TOWNES AND WIFE, MINNIE, BY DEED FROM F.B.SMITH AND WIFE, OF RECORD IN BOOK NO.602, PAGE 22, R.O.D.C.TENNESSEE.

I declare that I am the [illegible] recorded, and hereby [illegible] the same in full. This [illegible] day of [illegible] 1932.

Attest: [signature] DEPUTY REGISTER

[illegible] by the instrument within [illegible] of the lien to secure

TO HAVE AND TO HOLD THE SAME to the said party of the third part, his heirs, successors and assigns, forever, in fee simple.

And the part IES of the first part covenant that THEY ARE lawfully seized and possessed of said property, and that THEY HAVE a good right to sell and convey it, and that same is free from encumberance, and THEY hereby bind THEMSELVES, THEIR, heirs and representatives to warrant and defend the title thereto, and every part thereof, against the lawful claims of all persons whomsoever.

The said MILDRED V.HIGH binds HER separate estate for the satisfaction of these covenants.

THIS CONVEYANCE IS MADE IN TRUST to secure the payment of ONE THOUSAND & NO/100 Dollars for money loaned as evidenced by THREE promissory notes of even date herewith, signed by BEN L.HIGH AND WIFE MILDRED V.HIGH, part IES of the first part, and payable to the party of the second part, more fully described as follows:

THREE PRINCIPAL NOTES AGGREGATING $1000.00, PAYABLE AS FOLLOWS; TWO NOTES FOR $300.00 EACH, DUE IN ONE AND TWO YEARS AFTER DATE; AND ONE NOTE FOR $400.00 DUE IN THREE YEARS AFTER DATE; WITH INTEREST PAYABLE AT THE RATE OF SIX PERCENT PER ANNUM, AS EVIDENCED BY SIX SEMI-ANNUAL INTEREST NOTES ALSO OF EVEN DATE HEREWITH AS FOLLOWS: TWO NOTES FOR $30.00 EACH, DUE IN SIX AND TWELVE MONTHS; TWO NOTES FOR $21.00 EACH, DUE IN EIGHTEEN AND TWENTY-FOUR MONTHS; AND TWO NOTES FOR $12.00 EACH, DUE IN THIRTY AND THIRTY-SIX MONTHS AFTER DATE.

THE PART IES OF THE FIRST PART HEREBY covenant and agree with the party of the second part, its successors and assigns, that as long as any part of the debt aforesaid shall remain unpaid, the said part IES of the first part:

1st. Will pay said notes according to the tenor and effect thereof, as herein and in said note provided.

2nd. Will pay, when due, all taxes and assessments now existing against said property or hereafter levied or charged thereon or therefor or against this deed or the debt secured thereby, or upon the interest payable thereon, and will exhibit receipts of the proper person therefor to the party of the second part, insofar as he can so contract without impairing the legality of this instrument, and without affecting the negotiability of the said notes or rendering them usurious.

3rd. If at any time any law, either Federal or State, shall be passed imposing or authorizing the imposition of any specific tax upon mortgages or upon bonds secured by mortgages, or upon the principal or interest money secured by bonds or mortgages or by virture of which the owner for the time being of the land above described shall be authorized to pay any such tax upon said bond or mortgage, or either of them, or the principal or interest thereby secured and deduct the amount of such tax paid from any money principal or interest secured by said bond or mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said bond or mortgage, or either of them, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the part IES of the first part as herein provided to pay any tax or taxes or any other charges is illegal and inoperative, then and in any such case the said principal sum herein secured, with all the arrearages of interest thereon, shall at the option of the said party of the second part, its successors and assigns, at any time after the enactment of such law or at any time after the rendering of such a decision, be and become immediately payable, anything in said bond or mortgage hereinbefore contained to the contrary notwithstanding.

4th. Will insure the buildings on said property for not less than $1000.00 against fire, and $ ------ against storm, in some insurance company or companies, with second party's usual form of assignment attached, making said insurance payable in case of loss to the party of the second part, its successors and assigns, as its interest may appear, and deliver the policy and renewal receipts therefor to said party of the second part.

5th. Will protect the improvements upon said property by proper repairs and maintain them in good repair and condition.

6th. Will pay such expenses and fees as may become necessary to be incurred in the protection of the property, and the maintenance and execution of this trust, including all attorneys' fees and costs whenever it may become necessary or (in the opinion of the Trustee) desirable to employ an attorney in any matter (whether arising from suit or otherwise) which involves in any way the aforesaid debt, land, or this Deed of Trust, by whomsoever instigated.

7th. Will use all reasonable care in preserving the premises in good condition, will not commit waste, or allow the same to be committed thereon, and will not cut, or permit to be cut, any timber except such as may be necessary for fire wood and ordinary improvement on the said premises, nor destroy or remove any improvements thereon; and will not do, permit or suffer any act or thing whatever, whereby the security herein conveyed might or could be impaired.

8th. The party of the second part may at its discretion advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts as paid, with interest thereon, shall be held and treated and paid as part of the expenses of administering this trust. If said party of the first part shall pay and discharge said obligations and interest, or any notes given in renewal of the notes herein or any notes given as evidence of interest or any extension of time of the payment of the debt herein secured when the same shall become due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and shall be released by the party of the second part at the costs and expenses of the part IES of the first part (and in case of failure of the party of the second part to release this Deed of Trust, all claims for statutory penalty or damages is hereby waived); otherwise to be of full force and effect.

But if the part IES of the first part shall fail to pay such debt or any installment of interest thereon, or fail to pay any sum necessary to satisfy and discharge taxes, or to maintain insurance or repairs, or the necessary expenses of protecting the property and executing this trust, and after demand by the party of the third part for said amounts, or any of them, and upon their failure to comply with or conform to any of the foregoing covenants and agreements, then the debt herein secured, at the opinion of the owner thereof, shall become due and payable immediately, principal and interest, without notice, and this Deed of Trust may be foreclosed by judicial proceedings, or the party of the third part or his successor (either in person or by his authorized agent or attorney) is hereby authorized and empowered to enter and take possession of the said property and before or after entry to advertise the same by publication in some newspaper once a week for four consecutive weeks, therein appointing a day and place of sale and giving the terms thereof; and at said time and place (either in person or by his authorized agent or attorney) to sell the land and premises above described, to the highest bidder at public auction, free from the equity of redemption, homestead, dower and curtesy of the party or parties of the first part, or either of them, and all other exemptions, all of which are hereby expressly waived, and the said party of the third part, or his successor in trust, shall execute a conveyance in fee simple to the purchaser, and deliver possession thereof to said purchaser. The title of the purchaser shall in no wise be invalidated because of the employment of an agent or attorney by the trustee or his successor in trust, to act for him in taking possession of the property, in advertising the sale of the same and conducting the sale thereof, in the manner herein provided, he (the trustee) being hereby expressly authorized so to do.

The said part IES of the first part further agree that in case of any sale hereunder, THEY will at once become and be the tenant at will of the purchaser, will surrender possession on demand, and may be removed by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after said sale.

Should the said Chas. Nelson, Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor or successors in office as Vice-President of NASHVILLE TRUST COMPANY, 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.

Should the said Trustee or his successor refuse to exercise any power or do any act necessary for the protection of the indebtedness herein secured, the owner thereof is hereby authorized to name and appoint a substitute Trustee by written instrument duly acknowledged and recorded in the Register's Office of the County or Counties wherein the property is situated. And the said substituted Trustee shall be vested with all the title, rights and powers, and be charged with all the duties and obligations of the Trustee herein named or his successor provided for in the last above paragraph.

The party of the second part or the holder of any one or more of the notes secured hereby, may bid and become the purchaser at any sale under this conveyance.

The proceeds of any sale shall be applied as follows:

1st. To pay the expenses of making, maintaining and executing this trust, and protecting the property, including the necessary expenses of any litigation, reasonable attorneys' fees and a commission of five per cent. upon the amount of the sale to the party of the third part for his services.

2nd. To pay the debts and obligaitons herein secured or intended so to be.

3rd. To pay the surplus, if any, to the person or persons legally entitled thereto.

Until default shall be made in the payment of any of the sums herein secured, or intended so to be, or in the performance of the agreements or obligations herein contained, the said part IES of the first part shall retain possession, use and enjoyment of said premises and property.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

IN TESTIMONY WHEREOF, the said part IES of the first part HAVE hereunto set THEIR hand S on the day and year aforesaid.

In the presence of

BEN L.HIGH (SEAL)

MILDRED V.HIGH (SEAL)

(SEAL)

STATE OF TENNESSEE, DAVIDSON County.

Personally appeared before me HATTIE L.SPANN a Notary Public in and for the County aforesaid, duly commissioned and qualified, BEN L.HIGH AND WIFE, MILDRED V.HIGH, the within named bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purpose therein expressed. And MILDRED V.HIGH, wife of the said BEN L.HIGH, having appeared before me privately and apart from her said husband, the said MILDRED V.HIGH 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 official signature and notarial seal, at office in NASHVILLE, Tennessee, this 7TH day of FEBRUARY, 19 30.

My commission expires MAY 4, 1931. (SEAL) HATTIE L.SPANN, Notary Public in and for aforesaid County.

RECD FEB 8, 1930 AT 9.31 A.M.

STATE OF TENNESSEE, ---------- County.

Personally appeared before me ---------- a Notary Public in and for the County aforesaid, duly commissioned and qualified, ---------- the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein expressed. And ---------- wife of the said ---------- having appeared before me privately and apart from her said husband, the said ---------- 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 official signature and notarial seal, at office in ----------, Tennessee, this ---------- day of ----------, 19----

My commission expires ----------

---------- Notary Public in and for aforesaid County.