NUMBER 11206 RECORDED NOV 28,1931 JOHN NEUHOFF,ET UX TO WM.A. LAW, TR

THIS INDENTURE, made and entered into on this, the TWENTY-FIFTH day of AUGUST 1931 XXX, by and between

JOHN NEUHOFF AND CLARA NEUHOFF, HIS WIFE,

of Nashville, Tennessee, party of the first part, and WILLIAM A. LAW, Trustee, of Philadelphia, Pa., party of the second part, and THE PENN MUTUAL LIFE INSURANCE COMPANY, a corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office in Philadelphia, Pa., party of the third part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar ($1.00) to US in hand paid by the party of the third part, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell, and convey unto the party of the second part, his heirs, assigns, and successors in trust, forever, the following-described real estate, situated in the City of Nashville, County of Davidson, State of Tennessee, bounded and described as follows—to wit:

BEING THE WESTERLY 50 FEET OF LOT NO.30 ON THE PLAN OF HENRY BLOOD'S ADDITION TO EDGEFIELD, NOW EAST NASHVILLE,AS OF RECORD IN BOOK 21, PAGE 5, REGISTER'S OFFICE FOR SAID COUNTY.

SAID PART OF LOT NO.30 FRONTS 50 FEET ON THE NORTHERLY SIDE OF WOODLAND STREET, AND RUNS BACK BETWEEN PARALLEL LINES, WITH THE EASTERLY MARGIN OF SOUTH SIXTH STREET, FORMERLY MINNICK STREET, 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO CLARA NEUHOFF, BY DEED FROM L.L.SEAY, OF RECORD IN BOOK 836, PAGE 46, SAID REGISTER'S OFFICE.

C.M. BOOK NO. 818 PAGE NO. 199 R.O.D.C., TENN.

Together with the hereditaments and appurtenances thereunto appertaining, including, so far as they now are or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light, and other fixtures, whether attached to said premises or detached therefrom.

TO HAVE AND TO HOLD said premises, together with the privileges, hereditaments, and appurtenances thereunto now or hereafter belonging, or otherwise appertaining, unto the said party of the second part, his heirs, assigns, and successors in trust, forever, hereby waiving and releasing all claims to homestead and dower or other exemptions therein.

And the said party of the first part hereby covenant with the said party of the second part that THEY ARE lawfully seized of said premises, have HAVE a good right to convey the same, and that said premises are free from all liens and encumbrances whatsoever, and that THEY will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

But this conveyance is made to the party of the second part as Trustee, for the uses and purposes following—to wit:

WHEREAS the said party of the first part ARE justly indebted to the party of the third part in the sum of FORTY SEVEN HUNDRED FIFTY Dollars ($4750.00), evidenced by a promissory note of even date herewith, due and payable after date, as follows: TWO HUNDRED FIFTY ($250.00) DOLLARS ON THE 25TH DAY OF AUGUST 1932, 1933,1934,1935; AND THIRTY SEVEN HUNDRED FIFTY ($3750.00) DOLLARS ON THE 25TH DAY OF AUGUST,1936;

said note bearing interest from date at the rate of SIX per cent per annum, payable semi-annually on the 25TH days of FEBRUARY AND AUGUST XXX of each year; and providing if any of said installments of principal or any of said semi-annual installments of interest shall not be paid at maturity, the same shall bear interest thereafter until paid at the rate of ~~six~~ eight per cent per annum, and said note being due and payable at the Home Office of the party of third part in Philadelphia, Pa., in gold coin of present standard of weight and fineness.

It being further provided that if any installment of either principal or interest on said note shall not be paid at maturity, at the option of the party of the third part, or the owner and holder of said note, the whole of the debt hereby secured shall become due and payable; and if said note shall be placed in the hands of an attorney for collection by suit or otherwise, or if suit be brought thereon or litigation arises in regard thereto, or in the course of the collection of said note or of the interest thereon, the party of the first part agree to pay reasonable attorney's fees thereon for such services as may be rendered, said fees to become immediately due and payable at the time said note is placed in the hands of an attorney, and in case any judgment is rendered thereon, said fees are to become a part thereof, and their payment is secured, along with said note and the interest thereon, by this Deed of Trust, and declared to be a lien upon the above-described premises.

Said party of the first part further covenant and agree:

1. That THEY will pay the sums of money as above specified, and the interest thereon.

2. That at all times during the continuance of this Trust Deed and until the same shall be fully paid and released THEY will keep the building and improvements on said premises unceasingly insured against loss or damage by fire or lightning in such first-class, responsible stock insurance company or companies as shall be satisfactory to the party of the third part for at least the sum of SIXTY FIVE HUNDRED Dollars ($6500.00), payable in case of loss to the party of the third part to the amount then secured by this Deed of Trust, with a mortgage and subrogation clause satisfactory to the party of the third part attached to said policy or policies of insurance; that if a greater amount of insurance is placed upon said buildings and improvements than the amount aforesaid, all such insurance shall be made payable in case of loss as aforesaid, and with like subrogation clause, and that all of said insurance policies shall be at all times deposited with said party of the third part, and that all premiums on the said policies of insurance shall be promptly paid when due. In case of loss and payment by any insurance company, the amount of the insurance money so paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building or buildings, as the party of the third part may elect.

3. The party of the first part hereby agree to pay all taxes and assessments, general or special, which may be assessed upon the land, premises, or property, or upon the interest of the party of the second part or the party of the third part therein, or upon this Deed of Trust, or the moneys secured hereby, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon either the parties of the second part or the third part; that upon the violation of this undertaking or the passage by the State of Tennessee of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the parties of the second part or the third part, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part, as herein provided, to pay any and all taxes or assessments is legally inoperative, then and in such event the debt hereby secured, without deduction, shall, at the option of the party of the third part or the holder of said secured note, become immediately due and collectible, notwithstanding anything contained in this Trust Deed or any law hereafter enacted. The party of the first part further agree not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent, nor to permit the said property, or any part thereof, or any interests therein, to be sold for taxes or assessments; and further agree to furnish annually to the party of the third part, on or before the first day of March of each and every year, the certificate of the City Treasurer, Comptroller, or proper tax collecting official of the City of Nashville, and of the Trustee of the County of Davidson, showing full payment of all such taxes and assessments for the preceding year. In case of failure to furnish such certificate, the party of the third part is authorized to procure the same at the expense and cost of the party of the first part to be secured hereby.

4. That in case the party of the first part shall fail to keep in force insurance on the mortgaged property as herein provided, or shall fail to pay all or any part of the taxes or assessments which may be levied or assessed against the mortgaged property, or the indebtedness secured hereby, or against the interest of the parties of the second or third part either in said mortgaged premises or in the indebtedness secured hereby, the party of the third part, or the owner or holder of said secured note, may at its option procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and the party of the first part agree to repay to the said party of the third part, or the owner and holder of said secured note, any and all sums which it may have paid, or for which it shall have become obligated, in procuring said insurance or in paying said taxes or assessments or redeeming said property from any tax sale, together with interest thereon at the rate of eight per cent per annum from the date the same shall have been paid, and the same may be recovered by suit, and the property covered by this Trust Deed shall stand as security therefor. In case the party of the third part, or the owner and holder of said secured note, elects to advance insurance premiums or taxes, the receipt of an official of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this Trust Deed of the amount and the fact of payment thereof; and the receipt of the proper public officials shall, with respect to the taxes or assessments aforesaid, be conclusive evidence as between the parties to this Trust Deed of the amount and validity of such taxes or assessments and of the fact of the payment thereof.

5. The party of the first part will pay to the party of the third part, or to the legal owner or holder of said secured note, any and all sums, including costs, expenses, and reasonable attorney's fees, which it may incur or expend in any proceedings, legal or otherwise, to sustain the lien of this Trust Deed or its priority, or in defending against the liens or claims of any person or persons asserting priority to this Trust Deed, or in the discharge of any such claim or lien, or in connection with any suit at law or in equity to foreclose this Trust Deed or to recover any indebtedness hereby secured, or for an abstract or an extension of abstract of title of the mortgaged premises, together with interest on such sums at the rate of eight per cent per annum until paid, and this Trust Deed shall stand as security therefor.

6. If default is made in the payment of all or any part of the principal or interest hereby secured, at the time and place provided in the note hereinbefore referred to, or in this Trust Deed, or if the said party of the first part shall suffer or permit waste to be committed on the mortgaged premises, or any mechanics', laborers', contractors', furnishers', or other liens, arising either by contract or by law, which might be prior in lien to the lien of this Trust Deed to be created or rest upon all or any part of said mortgaged premises for ten (10) days without paying the same and procuring the proper release and discharge of record of said premises from said lien, or shall make default in the full performance of each, any, and all of the stipulations and covenants of this Trust Deed, or in case there shall exist upon the premises mortgaged herein any claim, lien, or encumbrance prior to this Trust Deed, then and in each and every such case the entire principal sum secured by this Trust Deed, with all interest and charges accrued thereon, and all amounts secured by this Trust Deed, shall, at the option of the party of the third part or the legal owner and holder of said note, be and become at once due and payable, and may at any time thereafter be collected by suit at law or in equity, by foreclosure of this Trust Deed, or by any other proper legal or equitable proceeding, without declaration of said option or other or further notice.

7. That no failure of the party of the third part to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to any past or present default on the part of the party of the first part, and the procurement of the insurance or the payment of the taxes by the party of the third part, or the owner or holder of said note, as hereinbefore provided, shall not be taken or deemed as a waiver of the right of the party of the third part, or the owner or holder of said note, to declare the maturity of the indebtedness hereby secured by reason of the failure of the party of the first part to procure such insurance or to pay such taxes.

8. That upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default on the part of the party of first part, as hereinbefore provided, the party of the third part, or the owner and holder of said note shall have the right to forthwith enter into and upon the premises hereinbefore described and take possession thereof, and apply the rents, issues, and profits thereof upon the indebtedness hereby secured; that the rents, issues, and profits of all and every part of the mortgaged premises are hereby specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue against the party of the first part under the terms of this Trust Deed, or the indebtedness hereby secured, and that upon the maturity of said indebtedness, either by lapse of time or by default upon the part of the party of the first part, the party of the third part, or the legal owner and holder of said note, may proceed to foreclose this Trust Deed, either by proceeding in a court of record or by sale by the Trustee under and by virtue of this instrument, for the purpose of enforcing the payment of the said indebtedness and all obligations hereby secured.

9. That if at any time it may be necessary to protect the lien of this Trust Deed on the mortgaged premises, or on its rents, issues, and profits, as hereinbefore provided, either before or after the maturity of the indebtedness hereby secured, or at the time of or at any time after the institution of any suit, or the taking of any steps seeking a foreclosure of this Trust Deed, the party of the third part, or the owner and holder of said note, shall have the right to the appointment by any proper court having jurisdiction thereof of a receiver to collect and impound the rents, issues, and profits of the mortgaged premises, and after paying the expenses of said receivership to apply the balance thereof to the payment of any obligation of the party of the first part secured by this Trust Deed. The said receivership shall continue until the full payment of all obligations hereby secured, or until the title to the mortgaged premises shall have passed on sale under this Trust Deed.

NOW, THEREFORE, if the said party of the first part, THEIR heirs, successors, or assigns, shall pay to the said party of the third part, its successors or assigns, the full amount of the indebtedness above mentioned, together with all interest thereon when the same shall become due and payable, as above set forth, and shall also pay any and all taxes and assessments upon said note, loan, property, and premises, together with all insurance and other charges covered by this Trust Deed, which may have been advanced or paid by the party of the third part or the owner and holder of said note for and on behalf of the party of the first part, then these presents and the estate hereby conveyed shall cease and determine.

But if default be made in the payment of the sum of money above mentioned, or any part thereof, or the interest thereon as the same shall become due and payable, or if the party of the first part shall fail to pay the taxes and assessments on said property when due and payable, or the premiums on the policies of insurance above provided for when the same shall become due and payable, or in any other way breach the conditions of this Trust Deed; in either of which events, at the option of the party of the third part, or the owner and holder of said note, the entire debt hereby secured shall become due and payable; then and in that event the party of the second part, either in person or by his duly appointed agent and attorney in fact, after giving notice of the time and place of sale by publication in a newspaper published at Nashville, Tennessee, for four consecutive weeks, with one insertion of said advertisement each week, shall proceed to sell the property above conveyed at public sale (in parcels or all together and with right of postponement of sale and resale) to the highest and best bidder, for cash in hand, and in bar of the right and equity of redemption, dower, and homestead, which are hereby waived and surrendered by the party of the first part. Said sale may be advertised and made either on the premises covered by this Trust Deed or in front of the Courthouse door in Nashville, Tennessee, within legal hours, and said party of the second part shall have full power, authority, and right to make any and all necessary transfers, conveyances, and deeds to the purchaser or purchasers at such sale, to place such purchasers in quiet and peaceable possession of said premises, and all recitals in such deeds of conveyance shall be prima facie evidence of the truth of all matter of fact therein stated. The purchaser at such sale is hereby discharged from all liability for the application of the purchase money, and it is specifically agreed that the note holder may become the purchaser at such sale and hold said premises free and discharged from the terms of this Trust.

The party of the second part shall apply the proceeds arising from this sale as follows:

A. To the payment of all costs and expenses of advertising and making said sale, including reasonable compensation to the Trustee, his auctioneer, agent, and attorney, for such services as they may render in the premises.

B. To the payment of the indebtedness and interest thereon hereby secured, all expenses incurred by the party of the third part, or the owner and holder of said secured note, in regard to the collection of said note and in regard to said foreclosure, and the arrearages of taxes, assessments and insurance upon the premises above described which may be due or which may have been advanced or paid by the party of the third part for and on behalf of the party of the first part, together with the attorney's fees provided in said note and in this Trust Deed.

C. The surplus, if any, after making the payments above provided for, shall be paid to the said party of the first part, THEIR heirs, successors, or assigns.

10. The said bargainors further agree that in case of any sale hereunder, they will at once surrender possession of said property, and that they or any tenant holding under them will from that moment become and be the tenant at will of the purchaser, and removable by process of unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said premises after said sale.

11. The bond and oath of Trustee or any substituted Trustee are hereby waived.

12. In the case of the death, absence, resignation, inability of the authorized Trustee or his refusal to act, then ~~he the said~~ F.A. Berry, of Nashville, Tennessee, shall be and is hereby appointed and made successor in trust to the Trustee hereinbefore named, with as full power and authority in every respect as is herein granted to the said WILLIAM A. LAW, Trustee.

13. The various rights, powers, options, elections, appointments, and remedies in this Deed of Trust contained, provided, declared, or authorized, shall be construed and deemed as cumulative and no one or more of them as exclusive of the other, or any of the others, or of any rights or remedies given or allowed by law.

In witness whereof, the party of the first part have hereunto affixed THEIR signatures and executed, acknowledged, and delivered this indenture on the day and date first above written.

JOHN NEUHOFF

CLARA NEUHOFF

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before the undersigned authority the within-named bargainors, JOHN NEUHOFF and wife CLARA NEUHOFF, with whom I am personally acquainted, and acknowledged the execution of the foregoing instrument for the purposes therein contained.

And CLARA NEUHOFF, wife of the said JOHN NEUHOFF, having appeared before me privately and apart from her said husband, the said JOHN NEUHOFF, acknowledged the execution of the said Deed 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 office in Nashville, Tennessee, this the 25TH day of SEPTEMBER XXXX 1931.

C.M. EXPIRES APRIL 22,1935. (SEAL) CAREY A. FOLK Notary Public, Davidson County, Tenn.

REC'D NOV 27,1931 AT 3:18 P.M.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before the undersigned authority the within-named bargainor, with whom I am personally acquainted, and acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, at office in Nashville, Tennessee, this the day of , 192

Notary Public, Davidson County, Tenn.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Before the undersigned authority personally appeared with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of the , the within-named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such President.

Witness my hand and official seal, at office in Nashville, Tennessee, this the day of , 192

Notary Public, Davidson County, Tenn.