[redacted] VERA

NO. 1436 RECORDED MAR. 9, 1931 MRS. MARY W. LAVENDER TO D. P. WRENNEJR., TR.

KNOW ALL MEN BY THESE PRESENTS, That I, MRS. MARY W. LAVENDER citizen of Davidson County, Tennessee, have this day bargained and sold by these presents, do hereby transfer and convey to D. P. WRENNE, JR., Trustee, and his successor in trust, for the consideration of One Dollar to ME in hand paid, and the other considerations hereinafter mentioned, A certain parcel , lot , or tract , of land, situated and lying in the State of Tennessee, County of Davidson, Civil District No. , and more particularly described as follows:

BEING LOTS. NOS. 45, 46 AND 47 ON THE PLAN OF W. F. LAVENDER'S RE SUBDIVISION OF LOTS NOS. 43, 44, 45, 46 AND 47, CORINNE PLACE AS OF REOCRD IN BOOK NO. 547, PAGE 42, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 45 FRONTS SIXTY (60) FEET ON THE EASTERLY SIDE OF UTOPIA AVENUE, AND RUNS BACK ONE HUNDRED AND SIXTY-NINE AND SEVEN-TENTHS (169.7) FEET TO AN ALLEY AND MEASURES FIFTY-FIVE (55) FEET THEREON. SAID LOT NO.S 46 AND 47 FRONT SIXTY (60) FEET ON THE EASTERLY SIDE OF UTOPIA AVENUE, AND RUN BACK BETWEEN PARALLEL LINES, ONE HUNDRED AND SIXTY-NINE AND SEVEN-TENTHS (169.7) FEET TO AN ALLEY, SAID LOT NO. 47 RUNNING BACK WITH THE NORTHERLY MARGIN OF WESTWOOD AVENUE; AND BEING A PART OF THE PROPERTY

and being the same property conveyed to the undersigned MRS. MARY W. LAVENDER, BY DEED OF E. B. ~~BUCKNER~~ Rucker WIFE AND W. F. LAVENDER, NOW DECEASED AND WIFE, THE, by deed of , recorded in Book No. 420, Page 165, in the Register's office of said County, to which reference is here made.

TO HAVE AND TO HOLD the same to the said D. P. WRENNE, JR., Trustee, and his successor in trust forever I do covenant with the said D. P. WRENNE, JR., Trustee, that I AM lawfully seized of said land, have a good right to convey it, and that the same is unencumbered.

I do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land, and every part thereof, unto the said D. P. WRENNE, JR., Trustee, and his successor in trust and his assigns, against the lawful claims of all persons whomsoever.

But this deed is made for the following uses and trusts, and for no other purpose, that is to say:

WHEREAS, I, MRS. MARY W. LAVENDER the undersigned, have this day borrowed from THOMAS W. WRENNE & CO., TWO THOUSAND ($2000.00) DOLLARS, payable MARCH 15, 1934 after date, on which I agree to pay interest from date at the rate of six per cent per annum, until paid, said interest being payable in semi-annual installments on the fifteenth day of MARCH and SEPTEMBER in each year.

For the principal of said loan, I have executed MY promissory note of even date herewith, for said amount payable MARCH 15, 1934 after date to the order of THOMAS W. WRENNE & CO. For the interest on said principal note during said period I have executed SIX promissory notes, all of even date herewith, and payable semi-annually to the order of THOMAS W. WRENNE & CO. All of said notes, both principal and interest and any renewals thereof, are payable in gold coin of the United States of America of the present standard of weight and fineness.

The first one of said interest notes is payable on the 15th day of SEPTEMBER , 19 31 and is for the sum of $ 62.00 The interest note S payable SEMI-ANNUALLY THEREAFTER ARE EACH FOR THE SUM OF $60.00

The entire debt secured herein having been paid in full to us the lawful holders thereof, we hereby release the lien on the within described property, and to secure the payment of said debt this ... day of ... 19...

Attest: ... Deputy Register

Thos. W. Wrenne & Co.

And to secure the payment of all said notes and of any notes that may hereafter be given for interest on said principal note upon an extension thereof by consent of the legal holder thereof, this conveyance is made.

Now, if I the undersigned grantor pay all of said notes at the maturity thereof, then this deed of conveyance is to be null and void; but if I fail to pay any one of said notes on the day of its maturity, according to the terms herein set out, then upon such failure this conveyance remains in full force and effect, and the whole of said sums, or any balance hereof, may, at the discretion of the said THOMAS W. WRENNE & CO., or its assigns, be deemed due and payable without notice to the said undersigned grantor , and the said D. P. WRENNE, JR., Trustee, or his successor in trust, is hereby authorized and empowered, after giving twenty-eight days' notice by weekly publication in some newspaper published in Davidson County, Tennessee, to sell said property at the Courthouse door in said State and County to the highest bidder, for cash, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, or the said THOMAS W .WRENNE & CO., or its assigns, may, at their option, foreclose the lien created by this instrument by proceedings in the Chancery Court and under the same have said property sold for cash, and free from equity of redemption, homestead, dower, and all other exemptions of every kind, which are expressly waived. In case of a sale under this instrument, said trustee, or his successor, shall make a deed to the purchaser. The owner of said notes may bid at any sale made under this conveyance. We agree that the said trustee, or his successor, may, at any time after default in payment of any part of any said sums aforesaid as the same falls due, enter and take possession of said property, and shall account only for net rents received by him.

It is further agreed that I, the undersigned, will pay and discharge, when the same become due and payable, all taxes and assessments, general or special, now existing or which may hereafter be levied or assessed upon said real estate, or any part thereof, including any tax that the said trustee or the owner or holder of said note or any said notes may be required to pay under and by virtue of any law of the State of Tennessee, or of the United States, now existing or which may hereafter be enacted, and will also keep the buildings now on said land, and any buildings which may hereafter be erected on same, in good repair and preservation, and insured in some reliable insurance company or companies, to be selected and approved by the owner of the notes herein secured, for not less than th sum of $ 2000.00 until all sums herein secured are fully paid; and said insurance policy or policies, and any other additional policies, now or hereafter written, covering any of the buildings on said premises, shall be made to have the loss payable to the trustee herein or to the legal holder of the said notes, and such policy or policies shall be assigned and delivered to such trustee or holder. And it is further agreed that the undersigned will pay all costs and attorney's fees which may be incurred by said trustee in any litigation for the proper protection of the rights of said trustee or the holder or owner of said notes.

And in case the taxes or assessments, or premiums for insurance are not paid, or in case of failure to keep the improvements on said land in good repair and preservation, it shall be optional with the said THOMAS W. WRENNE & CO., its successors or assigns, or the legal holder of said notes, at any time to declared the whole debt due and payable and have said property sold under the provisions aforesaid, or to pay and discharge said taxes or assessments, or to redeem the said premises or any part thereof which have been or may be sold or forfeited at any tax sale for taxes and assessments due or to become due thereon, or to purchase any outstanding title acquired by any deed or tax certificate arising from any past or future tax sale or forfeiture of said premises, or any part thereof, or to pay the premiums upon the fire insurance policies as herein provided, and to put and keep the said improvements in good repair and condition, without notice to the said undersigned grantor , and the amount of money so paid shall, with interest at the rate of 6 per cent per annum in addition thereto, be added to the payment which shall next thereafter become due on said notes or interest, and shall also constitute an additional indebtedness from the said undersigned grantor , which this Trust Deed is given to secure, provided said D. P. WRENNE, JR., Trustee, or the legal holder of said notes advancing moneys for any such purposes, may, if he so choose, buy any tax title or any tax certificate on said premises, and perfect any title thereto, for the benefit of the lawful holders of said notes.

In case of sale of said land and premises under this Deed of Trust, or under proceedings in the Chancery Court, the proceeds will be applied by the trustee:

First—To the payment of all the costs and charges of executing and enforcing this trust, including the trustees commission, attorney's fees, court costs, and all other expenses of any litigation which may in any way arise by virtue of the execution and enforcement of this trust. The trustee's commission, in event of sale, shall be five per cent of proceeds thereof. And said trustee and his attorney employed in connection with the enforcement of this deed of trust, shall become entitled to compensation upon the commencement of foreclosure proceedings under the terms of this deed of trust or by proceedings in any Court having jurisdiction without regard to the fact whether a sale is ultimately made or not.

Second—To the payment of said notes or any balance remaining unpaid, whether due or not due, and also to the payment of any and all amounts which the holder of the debt herein secured has paid out on account of insurance, taxes and assessments, and repairs, together with interest, fees, and expenses thereon, as hereinbefore provided for.

Third—To the payment of all costs and attorney's fees which may be incurred by the said trustee or his successor in taking possession of said premises after default as above stipulated, it being understood and agreed by ME that upon such default I or MY assigns shall become and be the tenants of said trustee or his successor from month to month, at a rental of $ 40.00 and should I [redacted], after such default refuse to give peaceable possession of said premises, said trustee or his successor, is hereby authorized to take possession of same by legal process, which authority shall continue in said trustee or his successor, to the end of putting the purchaser at said sale in possession of said premises.

Fourth—To pay the balance, if any, to the order of MRS. MARY W. LAVENDER

In case of death, absence, inability or refusal to act on the part of the said D. P. WRENNE, JR., Trustee, at any time when action under the foregoing Trust Deed is required, the owner of the debt herein secured is hereby authorized to nominate and appoint a successor to execute this trust, which appointment shall be in writing and duly recorded in the Register's Office of Davidson County, Tennessee, and the powers herein conveyed to D. P. WRENNE, JR., Trustee, shall be vested in said successor.

And I, the undersigned, hereby waive the necessity of said trustee, or his successor, making oath, filing inventory, or giving bond and security for the execution of this trust.

IN WITNESS WHEREOF, I have hereunto affixed MY signature on this the 9TH day of MARCH, 19 31

MRS. MARY W. LAVENDER

STATE OF TENNESSEE, County of Davidson } ss.

Personally appeared before me, FRANK A. SMITH, a Notary Public in and for said State and County, the within named MRS. MARY W LAVENDER, the bargainor, with whom I am personally acquainted and who acknowledged that SHE executed the foregoing instrument for the purposes therein contained.

And , the wife of the said having personally appeared before me, privately and apart from her said husband, the said acknowledged the execution of 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 MARCH, 19 31

(SEAL) FRANK A. SMITH Notary Public.

My commission as Notary Public expires APRIL 9TH, 1934

RECEIVED MARCH 9TH, 1931 AT 10;40 A. M.