NO. 2607 RECORDED APRIL 8, 1931. GLENN C. MCELROY TO H. T. HILL, TR.

For and in Consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, I, GLENN C. MCELROY, UNMARRIED

.....have this day bargained and sold, and do hereby transfer and convey, to H. T. HILL, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

BEING LOT NO. 21 ON THE MAP OF W. D. GALE'S KIRKWOOD ADDITION, AS OF RECORD IN BOOK 332, PAGE 75, OF THE REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 21 FRONTS 50 FEET ON THE NORTHERLY SIDE OF KNOX AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO THE GLENN C. MCELROY, BY DEED FROM META J. GALE, OF RECORD IN BOOK 814, PAGE 127, REGISTER'S OFFICE FOR SAID COUNTY.

To Have and to Hold, said property to the said H. T. HILL, Trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unincumbered, except mortgage to..... E. E. MURREY, Trustee, for $ 3250.00, as of record in Book No. 706, Page No. 257 in Register's Office of Davidson County, Tennessee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said H. T. HILL, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

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

I, GLENN C.MCELROY, UNMARRIED HAVE EXECUTED MY SIXTY-TWO, PROMISSORY NOTES, OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF "MYSELF", THE PRINCIPAL SUM OF EACH OF THE FIRST SIXTY-ONE NOTES IF $40.00 TO WHICH HAS BEEN ADDED THE INTEREST; THE FIRST NOTE IS FOR $52.43 AND EACH SUCCEEDING SIXTY NOTES IS FOR AN AMOUNT 20¢ LESS THAN THE NEXT PRECEDING NOTE; THE SIXTY-SECOND AND LAST NOTE IS FOR $44.75; THE FIRST NOTE FALLS DUE ON THE 23RD. DAY OF MARCH, 1931, AND ONE FALLS DUE ON THE 23RD DAY OF EACH SUCCEEDING MONTH, UNTIL ALL MATURE.

I/We have endorsed, transferred and negotiated all of said notes in due course, and for their full face value, and to secure and make certain the payment of all of said notes and of all renewals or extensions thereof, this instrument is executed.

Now, if I, GLENN C. MCELROY, UNMARRIED shall pay the sums aforesaid when due, according to the terms of said notes, then this instrument is to be of no further force or effect. But if I/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, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and 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. I/we agree that the Trustee may, at any time default in payment of principal or interest 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 $ $5000.00 until the sum herein secured is 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, costs, penalties, insurance premiums, interest and payments on first mortgage and pay them when due and in case we fail to do either then said Trustee or the creditor herein secured may do either and all money so paid, the mortgagors agree to repay immediately without demand and same with interest thereon from date of payment at 6% per annum 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 expenses of any litigation which may arise on account of the execution and enforsement of this trust.

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

Third—The residue to be paid to GLENN C. MCELROY or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to H. T. HILL, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said GLENN C. MCELROY 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 tenacy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 7TH day of APRIL, 193 1

GLENN C. MCELROY

STATE OF TENNESSEE, DAVIDSON COUNTY

Personally appeared before me, B. E. HILL, a Notary Public in and for said County and State, the within named GLENN C.MCELROY, UNMARRIED the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And -- wife of the said -- having appeared before me, privately and apart from her 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 hand and official seal, at NASHVILLE Tennessee, this 7TH day of APRIL, 193 1

MY COM. EXPIRES APR. 5, 1932

(Seal) B. E. HILL, Notary Public.

RECEIVED APRIL 8, 1931, AT 10:13 A. M.

STATE OF TENNESSEE COUNTY

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

And wife of the said having appeared before me, privately and apart from her 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 hand and official seal, at Tennessee, this day of , 193

(Seal) , Notary Public.