NUMBER 4289 RCORDED MAY 27, 1931, MUTELLE HALL TO SYDNEY F. KEEBLE

This Deed of Trust, made this 1ST day of AUGUST A. D. 1930, by and between

MUTELLE HALL, AN UNMARRIED WOMAN,

of DAVIDSON County, in the State of Tennessee, first part Y SYDNEY F. KEEBLE

Trustee, of DAVIDSON County, in the State of Tennessee, second part; and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, of the City of New York, third party—WITNESSETH:

That said MUTELLE HALL

justly indebted for borrowed money to said third party in the sum of TWO THOUSAND AND NO/100 DOLLARS ($2000.00)

evidenced by ONE certain promissory note...., of even date herewith, payable to the order of said third party, on the first day of AUGUST, 1933, with interest from AUGUST 1, 1930, MX, at the rate of SIX per cent per annum, payable SEMI-annually, both principal and interest payable at the office of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, in gold coin of the United States of America, of the present standard of weight and fineness, and all expenses and costs, including reasonable attorney's fees incident to the collection thereof, if not paid when due and payable.

AND TO SECURE THE PAYMENT of the note aforesaid according to its tenor and effect and the faithful performance of all of the covenants and agreements hereinafter contained, the said first partY, do ES. hereby grant and convey unto said second party, HIS successors in trust and assigns, forever, the following described real estate, situated in the XXXXXXXXX in the County of DAVIDSON, in the State of Tennessee, to-wit:

LOTS NOS. 21 AND 22 ON THE PLAN OF SHARPE & HORN'S SUBDIVISION OF ELWOOD PLACE, EASTLAND, AS OF RECORD IN BOOK 332, PAGE 18, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT NO. 21 FRONTS EIGHTEEN FEET ON THE SOUTH SIDE OF GREENWOOD AVENUE AND RUNS BACK ON THE WEST LINE ONE HUNDRED SEVENTY FEET, MORE OR LESS, AND ON THE EAST LINE ONE HUNDRED NINETY-ONE FEET, MORE OR LESS, WITH THE WEST MARGIN OF AN ALLEY, TO AN ALLEY IN THE REAR, AND SHOWS NINETY-SEVEN FEET ON THE LAST MENTIONED ALLEY. SAID LOT NO. 22 FRONTS FIFTY FEET ON THE SOUTH SIDE OF GREENWOOD AVENUE AND RUNS BACK BETWEEN PARALLEL LINES ONE HUNDRED SEVENTY FEET, MORE OR LESS, TO AN ALLEY. BEING THE PROPERTY CONVEYED TO MUTELLE HALL BY J. F. HORN AND WIFE, VICTORIA A.HORN, BY DEED RECORDED IN BOOK 616, PAGE 233, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

COPY OF RELEASE BOOK NO. 424 PAGE NO. 421 R.O.D.C., TENN.

TO HAVE AND TO HOLD the above described real estate, with all improvements and appurtenances thereon and thereunto appertaining, to the said second party and HIS successors in trust and assigns forever.

And the said first partY hereby covenantS with said second party, HIS successors in trust and assigns, that SHE IS lawfully seized and possessed of said real estate, and every part thereof, ha a good right to convey it, that it is unincumbered, and that SHE will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

AND, IN CONSIDERATION OF THE PREMISES, the first partY expressly agreeS: (1) Neither to commit nor permit waste on said premises, and to keep said real estate, buildings and improvements in good repair. (2) To pay all taxes and special assessments of every kind that may be levied upon said premises, or any part thereof, while any part of the indebtedness hereby secured remains unpaid, and to procure and deliver to third party, its successors or assigns, before the day fixed by law for the first interest or penalty to accure thereon, the official receipt of the proper officer showing the payment of all such taxes and assessments. (3) To procure and keep in force, until the indebtedness hereby secured is fully paid, policy or policies of fire insurance, with prepaid premiums, on the insurable buildings which are now located or hereafter may be located on said real estate, for the insurable value thereof, in such insurance company or companies as third party, its successors or assigns, shall approve, such policy or policies to be delivered to and made payable in case of loss to said third party, its successors or assigns. (4) To pay all expenses, costs and attorneys' fees incurred by third party, its successors or assigns, in any litigation of any character, either with first partY, HER heirs, representatives, or assigns, or with other persons or corporations, which may arise, in any way involving the real estate herein conveyed, or in the protection or collection of the indebtedness herein secured. And in the event of foreclosure and sale, to pay all expenses of extending the abstract of the title to the premises sold, down to and including the conveyance to the purchaser or purchasers, and the costs of placing the purchaser or purchasers in possession. (5) That said third party, its successors or assigns, upon failure of first partY to do so, may pay all expenses of keeping said improvements in repair, or unpaid taxes and assessments, or premiums for insurance, or court costs and attorneys' fees as aforesaid, and may pay and discharge any lien or incumbrance found to exist on said real estate, and all amounts so paid shall bear interest at the rate of six per cent per annum, payable annually, from the time of payment thereof, and shall be added to and become a part of the indebtedness secured by this deed of trust. (6) That in the event of the death or absence of the trustee herein named, or of any trustee appointed under the provisions hereof, or of the inability, failure or refusal to act on the part of any such trustee or trustees, or if third party, its successors or assigns, shall for any reason desire to change the trustee, at any time when action on the part of such trustee is required, third party, its successors or assigns, may appoint a new trustee to execute this trust, which appointment shall be in writing, executed and acknowledged in the form required for deeds conveying realty, and registered in the office of the Register of Deeds, in the county where said land is located, and such appointment shall vest the title to said land in and clothe and invest such successors in trust with all of the powers granted to the trustee herein named. (7) That the trustee herein named, and any successor appointed hereunder, is released and excused from giving bond, with security, taking and subscribing to any oath, and from filing inventory and making settlement before any court relative to the execution of this trust.

AND, it is further agreed that in case of default in the payment of said principal note....., or any part thereof, as it shall mature, or in case of failure to keep and perform any of the agreements herein contained, and make all payments required thereby when due and payable, or to repay all sums advanced and paid by third party, its successors or assigns, under the provisions of this deed of trust, on demand therefor, or if it shall hereafter be ascertained that the title to the premises herein conveyed is other than in fee simple, free and unincumbered, the said principal note ..., less the interest for the unexpired time, shall, at the option of the third party, its successors or assigns, become at once due and collectible, without further notice, and the whole of said indebtedness shall bear interest at the rate of six per cent per annum from the date to which interest has been paid, payable annually, and the trustee herein named, orHIS successor in trust, or his or their attorney or agent is hereby authorized and empowered, after advertising such sale, embodying in the advertisement the names of the parties in interest, a description of the land, and the time, place and terms thereof, by four consecutive weekly publications, the first not less than thirty days before the date of the sale, in some newspaper published in the county where the land is located, to sell said land at the front door of the courthouse in said county, or on said premises, or at such other place as may be designated, at public auction, to the highest and best bidder, for cash, and in bar of all rights of redemption, dower, homestead and all exemptions, which are hereby expressly waived and the said trustee, and his successors in trust or the owners or holders of the indebtedness secured hereby are hereby authorized to appoint an agent or attorney to conduct such sale in their place or stead; third party, its successors or assigns, may bid and become the purchaser at such sale; and the trustee herein named, orHIS successor in trust, shall execute, acknowledge for registration and deliver a deed of conveyance of said property to the purchaser or purchasers thereof, embodying therein all necessary recitals. And upon such sale being made, first par.TY, if in possession or the occupant or occupants of said premises, shall be and become the tenant or tenants at will of the purchaser or purchasers, and removable as such.

The proceeds of any sale made under the provisions of this deed of trust shall be applied by the trustee as follows:

First—To the payment of all costs and charges incident to the execution of this trust, including compensation to the trustee, attorney's fees, court costs, unpaid taxes and insurance premiums, and all expenses incident to the protection and collection of the debt herein secured, making sale and placing the purchaser in possession of the premises.

Second—To the payment of the debt herein secured or any balance remaining unpaid, whether due or not due, and all amounts which the holder of the debt secured has paid out under the covenants and agreements herein contained, together with all interest due thereon.

Third—The balance, if any, shall be paid to the order of first partY.

AND, it is further agreed that, in the event of a breach of any of the covenants and agreements of the first partY....., herein contained, and third party, its successors or assigns, should so elect, this deed of trust may, instead of foreclosure by the trustee under the power of sale herein contained, be foreclosed by appropriate proceedings instituted and prosecuted in any court having jurisdiction of such matters, to satisfy the amount of said indebtedness, interest, advances, fees of attorneys for third party, its successors or assigns, due under the provisions of said note.....and this deed of trust, and expenses and costs of perfecting title and placing the purchaser or purchasers in possession of the premises, all of which shall be included in the judgment or decree of the court.

AND, it is further agreed that when foreclosure proceedings are commenced, or at any time thereafter during the pendency thereof, upon application therefor, the court in which such proceedings are pending, either in term time or in vacation, is authorized to appoint a receiver to take charge of said premises and all crops thereon, or to collect the rents therefrom, and to do and perform such other acts as may be required by order of the court making the appointment, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this deed of trust.

AND, it is further agreed that if the premises hereinbefore described and hereby conveyed shall be sold under foreclosure proceedings as hereinbefore provided, the judgment or decree shall order that same be sold, and same shall be sold, for cash and in bar of all rights of redemption, dower, homestead and all exemptions, which are hereby expressly waived; and the proceeds of such sale shall be applied to the satisfaction of the judgment and decree of the court, or any unsatisfied part thereof. And upon such sale being made and confirmed, first partY....., if in possession, or the occupant or occupants of said premises, shall be and become the tenant or tenants at will of the purchaser or purchasers and removable as such, and writ of possession shall issue to place the purchaser or purchasers in possession. And it is further agreed that third party, its successors or assigns, may bid and become the purchaser at such sale of said premises.

PROVIDED ALWAYS, That upon the full payment of the debt hereby secured and the full performance of all the covenants and agreements herein contained, at the time and in the manner herein specified, then this deed of trust shall be void, and shall be released by said third party, its successors or assigns, in the manner provided by law, but at the expense of the mortgagorS... heirs and assigns; otherwise to be and remain in full force and effect.

In witness whereof, the said first partY HAS hereunto set HER hand the day and year first written.

MUTELLE HALL

Signed, sealed and delivered in

presence of: FRANCES DAWSON

ANNIE OGILVIE

STATE OF TENNESSEE DAVIDSON COUNTY

Personally appeared before me FRANCES DAWSON, a Notary Public in and for the State and County aforesaid, duly and regularly appointed, commissioned and qualified, the within named bargainor MUTELLE HALL, AN UNMARRIED WOMAN, with whom I am personally acquainted, and who acknowledged that SHE executed the within and annexed deed of trust for the purposes therein contained.

And

wife XXXXX

having XXXXXXXX