(a) If this Deed of Trust and the Note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the party of the third part in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The party of the third part shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the party of the third part has not become obligated to pay to the Federal Housing Administrator.

(b) An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covered by this Deed of Trust, and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the party of the third part in amounts and in a company or companies satisfactory to the party of the third part. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the party of the third part) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The party of the third part shall hold the monthly payments in trust to pay such ground rents, premium or premiums and taxes and assessments before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the party of the third part to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The party of the third part may collect a "late charge" not to exceed Two Cents (2¢) for each Dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first part under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the party of the third part for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the party of the third part on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the party of the third part any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the party of the first part shall tender to the party of the third part, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the party of the third part shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof which the party of the third part has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the party of the third part acquires the property otherwise after default he shall apply, at the time of the commencement of such proceedings, or at the same time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit charge against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, and ground rents, whether levied or assessed upon the premises secured hereby or upon the interest of the third party therein, for which provision has not been made hereinbefore, and that he will promptly deliver the official receipts therefor to the party of the third part, and in default thereof the party of the third part shall have the right to pay the same. If the party of the first part shall fail to pay any fire or other hazard insurance premiums, or shall fail to pay for any necessary repairs, the party of the third part shall have the right to pay the same, and all sums so advanced shall be secured hereby and shall bear interest at the rate of five per centum (5%) per annum from the date when paid. The party of the third part shall also have the right to make any payment which the party of the first part should have made, and the party of the third part may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs paid by the party of the third part pursuant to this instrument, shall be secured hereby and shall bear interest at the rate of five per centum (5%) per annum from the date when any such sums are paid.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the party of the third part, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

6. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. That if either the party of the second part or the party of the third part shall become a party to any suit or proceeding at law or in equity in reference to its interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be added to the principal sum then owing by the party of the first part and shall be secured by this instrument.

Now, therefore, if the party of the first part shall well and truly perform all the terms and conditions of this Deed of Trust, and of the note secured hereby, then this conveyance shall be null and void, and shall be released or satisfied at the cost and request of the party of the first part. If, however, there shall be a default under this Deed of Trust, or under the note secured hereby, then all sums owing by the party of the first part to the party of the third part under this Deed of Trust, or under the note secured hereby, shall immediately become due and payable at the option of the party of the third part, and the party of the second part is hereby empowered and authorized, after first advertising for 21 days by 3 weekly notices, giving notice of the time, place and terms of sale, in some newspaper published in the County of Davidson, State of Tennessee, to sell the property at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, homestead, dower and all other rights or exemptions of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of the party of the second part making oath, filing inventory, or giving bond as security for the execution of this trust, as required by the laws of Tennessee. Upon such sale, the party of the second part is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser thereof, and to place the purchaser in quiet and peaceful possession of the property. The party of the first part agrees that in case of any sale under this Deed of Trust he will at once surrender possession of the property, and will from that moment become and be a tenant at will of the purchaser, and be removable by process, such as forcible and unlawful detainer, hereby agreeing to pay to the purchaser the reasonable rental value of the property after such sale.

The proceeds of any sale under this Deed of Trust shall be applied by the party of the second part as follows: First, to pay the costs and expenses of executing this trust, and any and all sums expended on account of costs of litigation, attorney's fees, ground rents, taxes, insurance premiums, or any advances made or expenses incurred on account of the property sold, with interest thereon; second, to retain as compensation, a commission of one per centum (1%) on the gross amount of the sale; third, to pay the debt secured hereby, including accrued interest thereon, as well as any other sums owing to the party of the third part by the party of the first part, pursuant to this instrument; and last, to pay the balance, if any, to the party of the first part upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

If the party of the third part shall for any reason desire to replace the party of the second part, or any of his successors or assigns hereunder, the party of the third part shall have the right to remove the said Trustee and appoint his successor by an instrument in writing, which shall be duly registered in the Register's Office of Davidson County, State of Tennessee; and the new Trustee shall thereupon become successor to title of the said property, and it shall become vested in him in trust for the purposes and uses of these presents, with all the powers, duties and obligations herein conferred on the party of the second part in the same manner and to the same effect as though he were named herein as Trustee.

It is a condition of this conveyance that the party of the first part shall retain possession of the property hereby conveyed until there is a default under this Deed of Trust, or under the note secured hereby; after such default, the party of the second part, or the party of the third part, shall have the right to collect the rents, issues and profits of the property. In the event of such default, the party of the second part, in addition to the power of sale as provided above, shall have the right to proceed in a court of equity to foreclose this Deed of Trust, and shall be entitled to the appointment of a receiver to collect the rents, issues and profits of the property, pending such sale.

And I, ELLA MAE WILLINGHAM, wife of the above named R.F.WILLINGHAM, for the consideration aforesaid, do hereby unite in this deed and agree to all the stipulations and provisions hereof, and grant, bargain, sell and convey unto the party of the second part, his successors, heirs or assigns, all right, title, claim and interest of every kind, character and description whatsoever that I now have or may hereafter acquire as homestead, dower, equity of redemption or otherwise in and to the property herein conveyed.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, the part IES of the first part ha VE hereunto set THEIR hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered in presence of: ELLA MAE WILLINGHAM (Seal.)

R.F.WILLINGHAM, (Seal.)

STATE OF TENNESSEE, COUNTY OF DAVIDSON. ss:

Before me, GAYNELLE PARSONS, a Notary Public, duly commissioned and qualified in and for the County aforesaid, personally appeared ELLA MAE WILLINGHAM AND HUSBAND, R.F.WILLINGHAM, the within-named bargainor, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And said ELLA MAE WILLINGHAM, wife of the said R.F.WILLINGHAM, having appeared before me privately and apart from her husband, the said ELLA MAE WILLINGHAM, 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 purpose therein expressed.

Witness my hand and official seal this 9TH day of JANUARY, 1939.

My Commission expires OCTOBER 8TH, 1941.

(Seal.) GAYNELLE PARSONS, Notary Public

RECD JAN.9, 1939 AT 3:21 P M
MM

NUMBER 11685 RECORDED JAN.11, 1939.

M.P.EVANS, ET UX., TO HERSCHEL GREER, TR.

FHA FORM No. 2179b (Revised March 1, 1938)

DEED OF TRUST

862

This Indenture, Made and entered into this FIRST day of JANUARY, 19 39 by and between M.P.EVANS AND WIFE, WILL LOUIS EVANS, party of the first part, HERSCHEL GREER, Trustee(s), party of the second part, and UNION TRUST COMPANY, INC. a corporation organized and existing under the laws of the STATE OF TENNESSEE, having its principal office and post-office address at NASHVILLE, TENNESSEE, party of the third part,

Witnesseth, That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar ($1.00) to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer, and convey unto the party of the second part, his successors in trust, and assigns, forever, the following-described land situated in Nashville, County of Davidson, and State of Tennessee, to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 25 FEET FRONT AND 20 FEET REAR OF LOT NO.13 AND THE WESTERLY 50 FEET FRONT AND 40 FEET REAR OF LOT NO.14 OF BLOCK "B" ON THE MAP OF BATTLEFIELD ESTATES, SECTION NO.2, AS OF RECORD IN BOOK 843, PAGE 108, REGISTERS OFFICE FOR SAID COUNTY.

SAID PARTS OF LOTS NOS. 13 AND 14 ADJOIN AND FRONT TOGETHER 75 FEET ON THE NORTHERLY SIDE OF BATTLEFIELD DRIVE, AND RUN BACK BETWEEN LINES 276.25 FEET, MORE OR LESS, ON THE EASTERLY LINE AND 275 FEET, MORE OR LESS, ON THE WESTERLY LINE TO THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE TENNESSEE CENTRAL RAILROAD ON WHICH THEY MEASURE 60 FEET.

BEING THE SAME PROPERTY CONVEYED TO M.P.EVANS AND WIFE, WILL LOUIS EVANS, BY DEED FROM W.F.FESSEY, TRUSTEE, ET AL, OF RECORD IN BOOK 1101, PAGE 95, SAID REGISTERS OFFICE.

IN ADDITION TO THE COVENANTS AND AGREEMENTS HEREINAFTER EXPRESSED, THE PARTY OF THE FIRST PART FURTHER COVENANTS AND AGREES: THAT THE MORTGAGOR WILL PAY ALL TAXES, WHICH MAY BE LEVIED UPON THE MORTGAGEE'S INTEREST IN SAID REAL ESTATE AND IMPROVEMENTS, AND WHICH MAY BE LEVIED UPON THIS MORTGAGE OR THE DEBT SECURED HEREBY (BUT ONLY TO THE EXTENT THAT SUCH IS NOT PROHIBITED BY LAW AND ONLY TO THE EXTENT THAT SUCH WILL NOT MAKE THIS LOAN USURIOUS), BUT EXCLUDING ANY INCOME TAX, STATE OR FEDERAL, IMPOSED ON MORTGAGEE, AND WILL FILE THE OFFICIAL RECEIPT SHOWING SUCH PAYMENT WITH THE MORTGAGEE. IF, AT ANY TIME, ANY LAW OR COURT DECREE PROHIBITS THE PAYMENT BY THE MORTGAGOR OF ANY TAX, OTHER THAN AN INCOME TAX, LEVIED UPON THE MORTGAGEE'S INTEREST IN THE MORTGAGED REAL ESTATE AND IMPROVEMENTS, OR LEVIED UPON THE MORTGAGE OR THE DEBT SECURED HEREBY, OR PROVIDES THAT ANY AMOUNT SO PAID BY THE MORTGAGOR MUST BE CREDITED ON THE MORTGAGED DEBT, THE MORTGAGEE SHALL HAVE THE RIGHT TO GIVE THIRTY DAYS WRITTEN NOTICE TO THE OWNER OF THE MORTGAGED PREMISES, REQUIRING THE PAYMENT OF THE MORTGAGE DEBT. IF SUCH NOTICE BE GIVEN, THE SAID DEBT SHALL BECOME DUE, PAYABLE AND COLLECTIBLE AT THE EXPIRATION OF SAID THIRTY DAYS.

COPY OF RECORD
BOOK NO/224 PAGE NO. 2
R.O.D.C., TENN.

together with all the privileges and appurtenances thereunto belonging, including all plumbing, heating, and lighting fixtures now or hereafter attached to or used in connection with said premises, and all the rents, issues and profits which may arise or be had therefrom.

To Have and to Hold the same to the party of the second part, his successors in trust, and assigns, forever.

And the party of the first part covenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized in fee of said premises, that the same are free and clear of all taxes, liens, and encumbrances whatsoever, that he has good right, full power and lawful authority to convey the same, and that he will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever.

This conveyance is made in trust, however, to secure the payment of the principal sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars ($ 5,400.00), evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of FIVE per centum (5 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of UNION TRUST COMPANY, INC. in NASHVILLE, TENNESSEE, or at such other place as the holder of the note may designate in writing, in monthly installments of THIRTY ONE AND 59/100 Dollars ($ 31.59) commencing on the first day of FEBRUARY, 19 39 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of JANUARY, 19 64.

The party of the first part, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness as herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the party of the third part an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the Note secured hereby had continued to be insured until maturity; such payment to be applied by the party of the third part upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the party of the third part, on the first day of each month until the note is fully paid, the following sums: