NO. 20445 RECORDED AUG. 22, 1932. G. W. RHODES, ET UX TO BRANSFORD STONE, TR.

A. J. E.

DEED OF TRUST

FOR AND IN CONSIDERATION of One Dollar to US paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, WE, G. W. RHODES AND WIFE JULIA RHODES have this day bargained and sold, and do hereby transfer and convey, to BRANSFORD STONE Trustee, and his successors in trust, certain property in the State of Tennessee, DAVIDSON County, described as follows, to-wit:

BEING LOT NO. 24 IN MRS. ELIZABETH FALL'S PLAN OF LOTS IN THE CITY OF NASHVILLE, TENNESSEE, WHICH PLANIS RECORDED IN BOOK 161, PAGE 58, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOT FRONTS FIFTY FEET ON THE SOUTH SIDE OF CURRY STREET, NOW NINTH AVENUE SOUTH, AND EXTENDS BACK BETWEEN LINES 160 FEET ON THE SOUTHERLY SIDE, AND 155 FEET ON THE NORTHERLY SIDE TO AN ALLEY, SHOWING FIFTY FEET ON SAID ALLEY.

THE ABOVE PROPERTY IS UNCUMBERED BY A SERIES OF MONTHLY PAYMENT NOTES EXECUTED BY G. W. RHODES AND WIFE JULIA RHODES, PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY, AND FULLY DESCRIBED IN DEED TO G. W. RHODES AND WIFE JULIA RHODES, RECORDED IN BOOK 694, PAGE 57, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said property to the said BRANSFORD STONE Trustee, and his successors in trust, forever. WE covenant that WE ARE lawfully seized and possessed of the said property, have a good right to convey it, and that the same is unincumbered, WE EXCEPT AS ABOVE MENTIONED. WE further covenant and bind OURSELVES, OUR heirs and representatives to warrant and forever defend the title to said property to the said BRANSFORD STONE, Trustee, or his successor in trust, and his assigns, 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:

WHEREAS WE, G. W. RHODES AND WIFE JULIA RHODES, ARE JUSTLY INDEBTED TO THE BRANSFORD REALTY COMPANY IN THE SUM OF ONE HUNDRED & 00/100 ($100.00) DOLLARS, AS EVIDENCED BY OUR JOINT LIEN PROMISSORY NOTE OF EVEN DATE HEREWITH, IN THE SUM OF $100.00 PAYABLE TO THE ORDER OF BRANSFORD REALTY COMPANY AND FALLING DUE ON OR BEFORE ONE YEAR AFTER DATE, AND BEARING INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, - AND

WHEREAS, WE ARE DESIROUS OF FURTHER SECURING TO THE SAID BRANSFORD REALTY COMPANY, OR THE LAWFUL HOLDER THEREOF, THE PAYMENT OF SAID NOTE AND INTEREST, THIS CONVEYANCE IS MADE.

AND IN THE EVENT THAT THERE SHALL BE DEFAULT IN THE PAYMENT OF ANY OF THE SEMI-ANNUAL INTEREST INSTALLMENTS AS THE SAME MAY FALL DUE, THE ENTIRE INDEBTEDNESS HEREIN SECURED SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE LEGAL HOLDER THEREOF,-

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Now, if WE, G. W. RHODES & WIFE JULIA RHODES shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if WE fail to pay either the principal or interest as each falls due as aforesaid, or any part thereof, according to the terms above expressed, or fail to comply with any of the other conditions of this instrument, then, 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. WE agree that the Trustee may, at any time after 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, to be selected and approved by the holder of the debt herein secured, for the sum of $2100.00 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, and to assign and deliver such policy or policies to the Trustee or holder of the debt. WE agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and WE further agree that, in case there is any prior debt, mortgage, deed of trust, claim, lien, or other encumbrance upon said property, to which this conveyance is subordinate, to pay and discharge the same, and each and all installments of principal and interest thereof, and all other charges secured thereby, promptly when same fall due, and in case WE fail to do any of these things, said BRANSFORD STONE Trustee, or his successor in trust, or the holder and owner, or holders and owners, of the debt hereby secured, or of any part thereof, may do any of these things, and pay all costs and attorney's fees properly incurred, and treat the amount so expended as a part of the debt hereby secured, and any such payment shall bear interest from the date of such payment, at the rate of six per cent. per annum until repaid. And if WE fail to repay any amount, or amounts, expended for insurance premium, taxes, assessments, repairs, or any amount, or amounts, paid out to comply with any law, ordinance, or order of public authority, and any and all sums paid as herein provided, in discharge of any and all sum, or sums, paid as hereinbefore provided, in discharge of any debt, mortgage, trust deed, claim, lien or other encumbrance upon said property, with interest, cost and attorney's fees, within thirty days from the time of payment thereof, then upon such failure all the debt hereby secured shall become due and payable at the election of the said BRANSFORD STONE, Trustee, or his successors in trust, or of the holder and owner of any part of the debt hereby secured; and this deed of trust shall be subject to foreclosure at the option of the said BRANSFORD STONE, Trustee, his successors in trust, or of the holder and owner of the debt hereby secured, or any part of said debt, without any notice of said election whatever.

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 expense of any litigation which may arise on account of the execution and enforcement of this trust.

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

Third—The residue to be paid to G. W. RHODES AND WIFE JULIA RHODES, 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 trusts 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 BRANSFORD STONE, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, G. W. RHODES AND WIFE JULIA RHODES 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 tenancy to be determined at the option of said purchaser upon five days' written notice.

This 15TH day of AUGUST, 19 32.

G. W. RHODES

JULIA RHODES

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, THOS. J. WRIGHT, a Notary Public in and for said County and State, the within named G. W. RHODES AND WIFE JULIA RHODES, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And JULIA RHODES, WIFE wi of the said G. W. RHODES having appeared before me, privately and apart from husband, the said JULIA RHODES 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 16TH day of AUGU, 19 32.

My commission expires OCT. 11, 1933. (SEAL) THOS. J. WRIGHT, Notary Public.

RECEIVED AUG. 22, 1932, AT 11:05 A.M.