 NUMBER 79606 RECORDED NOV. 13TH, 1936. CHARLES F. SMITH ET UX, TO SYDNEY F. KEEBEL, TR.

Know all men by these presents: That the undersigned CHARLES F. SMITH AND WIFE FLORENCE H. SMITH OF NASHVILLE, TENNESSEE

SYDNEY F. KEEBLE,

have this day bargained and sold, and do hereby transfer and convey to ~~A. M. BURTON~~, **Trustee**, and his successors in trust, for the consideration of Five Dollars ($5.00), cash in hand paid, the receipt of which is hereby acknowledged, and the other considerations hereinafter mentioned A certain tract or parcel of land situated and lying in the State of TENNESSEE, County of DAVIDSON City of NASHVILLE, more particularly described as follows:

BEING LOT NO. 31 ON THE MAP OF ROY F. WILLIAMS SUBDIVISION OF THE HUNTER TRACT A PLAN OF WHICH IS OF RECORD IN BOOK 547, PAGE 13, REGISTER'S OFFICE DAVIDSON COUNTY TENNESSEE, SAID LOT NO 31 FRONTS 50 FEET ON THE EASTERLY SIDE OF SETLIFF STREET, AND RUNS BACK 160 FEET ON THE SOUTH LINE AND 155 FEET ON THE NORTH LINE TO AN ALLEY, AND SHOWS 50 FEET ON SAID ALLEY. BEING THE SAME PROPERTY CONVEYED TO CHARLES F. SMITH BY DEED FROM CLOUD V. ECKHARDT, AND WIFE OF RECORD IN BOOK 965, PAGE 139 SAID REGISTER'S OFFICE. CONCURRENTLY WITH THE EXECUTION OF THIS NOTE AND DEED OF TRUST CHARLES F. SMITH HAS APPLIED FOR AND THERE HAS BEEN ISSUED TO HIM BY THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, POLICY NO. 181045, ON THE FIFTEEN YEAR LIMITED PAY LIFE PLAN, FOR TWENTY EIGHT HUNDRED (2800) DOLLARS WITH FLORENCE H. SMITH, AS BENEFICIARY, AND SAID POLICY HAS BEEN ASSIGNED BY SAID INSURED AND SAID BENEFICIARY AND SAID POLICY HAS BEEN ASSINED BY SAID INSURED AND SAID BENEFICIARY AS COLLATERAL SECURITY FOR THIS LOAN. IT IS UNDERSTOOD, AND AGREED THAT THE SAID POLICY SHALL BE KEPT IN FORCE BY THE PAYMENT OF THE RECURRENT MONTHLY PREMIUMS DUE THEREON AND ON FAILURE TO PAY THE PREMIUMS OR THE LAPSE OF THE POLICY FOR ANY OTHER CAUSE THIS NOTE AND DEED OF TRUST SHALL IMMEDIATELY BECOME DUE AND ENFORCEABLE.

(X) IT IS AGREED THAT THE PARTIES HERETO THEIR SUCCESSOS OR ASSIGNS, SHALL HAVE THE RIGHT BY MUTUAL AGREEMENT AT ANY TIME TO RENEW OR EXTEND THE INDEBTEDNESS SECURED HEREBY OR ANY PART HEREOF, OR ANY ADDITION WHICH MAY BE MADE THERETO; AND THAT THEY MAY BY AGREEMENT INCREASE OR DECREASE THE RATE OF INTEREST AND THAT THEY MAY MODIFY OR CHANGE ANY OTHER OBLIGATION BETWEEN THE PARTIES HERETO EVIDENCED BY THIS INSTRUMENT OR BY THE NOTE MENTIONED HEREIN, AND SUCH CHANGES SHALL BE BINDING UPON ANY JUNIOR ENCUMBRANCER, VOLUNTARY OR INVOLUNTARY AND SUCH CHANGES AND EXTENSIONS MAY BE GRANTED WITHOUT AFFECTING THE OBLIGATION OF ANY SUBSEQUENT PURCHASER WHO MAY PURCHASE

(SEE XX) TOGETHER with all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building and are contained in any building or buildings on the property conveyed and also, if the property is occupied for business purposes, all machinery, fixtures and chattels which are used for the purpose of such business, whether attached to the freehold or not.

(XX) THE PROPERTY HEREIN DESCRIBED, ASSUMING THIS INDEBTEDNESS AND THAT ANY OR ALL OF THESE CHANGES MAY BE MADE WITHOUT NOTICE TO, OR CONSENT OF ANY JUNIOR ENCUMBRANCER OR SUBSEQUENT PURCHASER.)

TO HAVE AND TO HOLD the said property with its appurtenances, estate and improvements, to the said ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, and his successors in trust, forever.

The undersigned covenant with the said ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, that we are lawfully seized and possessed of said land, have a good right to convey it, and that the same is unencumbered.

The undersigned further covenant and bind ourselves, our heirs, successors and representatives, to warrant and forever defend the title to said land, and every part thereof, to the said ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, and his successors in trust, and his assigns, against the lawful claims of all persons whomsoever.

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

The undersigned are justly indebted to the **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, Inc.**, a Tennessee corporation with principal office at Nashville, Davidson County, Tennessee, in the sum of TWENTY EIGHT HUNDRED Dollars, as evidenced by note of even date herewith, payable ~~as follows:~~

WHICH TOGETHER WITH INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM AND THE MONTHLY PREMIUMS ON THE AFORESAID POLICY IS PAYABLE IN ONE HUNDRED EIGHTY (180) EQUAL MONTHLY INSTALLMENTS ON THE FIRST DAY OF EACH CALENDAR MONTH BEGINNING ON THE FIRST DAY OF NOVEMBER 1936, EACH FOR THE SUM OF THIRTY TWO DOLLARS AND TWENTY FIVE CENTS ($32.25) AND EACH OF SAID INSTALLMENTS INCLUDING; (A) A PAYMENT ON ACCOUNT OF AMORTIZATION OF THE PRINCIPAL OF SAID LOAN; (B) INTEREST AT THE RATE OF SIX (6) PER CENT PER ANNUM, CALCULATED ON THE MONTHLY DECREASING BALANCE OF SAID PRINCIPAL SUM OF AFTER THE PAYMENT OF EACH OF THE SAID MONTHLY INSTALMENTS AND, (C) THE MONTHLY PREMIUM OF EIGHT DOLLARS AND SIXTY TWO CENTS (8.62) ON THE AFORESAID POLICY OF LIFE INSURANCE BEARING REGISTER DATE OCTOBER, 26, 1936, NUMBERED 181045 ON THE LIFE OF CHARLES F. SMITH, AND ASSIGNED BY HIM AND THE BENEFICIARY AS COLLATERAL SECURITY FOR THE PAYMENT OF THIS LOAN FROM NOVEMBER 1, 1938 THE UNDERSIGNED SHALL HAVE THE PRIVILEGE OF PAYING TEN PER CENT OR ANY MULTIPLE THEREOF UPON THE ORIGINAL PRINCIPAL OF THIS INDEBTEDNESS AT ANY INSTALMENT PAYING DATE WHICH PAYMENT SHALL BE APPLIED TO THE LAST MATURING INSTALMENT OR INSTALMENTS.

~~with interest from date at the rate of / / / / per cent per annum, payable semi-annually on the first days of / / / / and / / / / of each year.~~

And desiring to secure the payment of the aforesaid debt, this instrument is executed.

Now, if we pay all of the above obligations at the maturity thereof, and comply with all of the other conditions of this instrument, then this deed of trust shall be null and void; but if ~~we~~ ANY OF SAID INSTALMENTS WITHIN THIRTY DAYS fail to pay either the said principal or interest on the days of its maturity, according to the terms herein set out, or fail to comply with any of the other conditions of this instrument, then upon such failure, this conveyance remains in full force and effect, and the whole of said principal sum, or any balance thereof remaining unpaid, together with the accrued interest thereon, and any other sums due under subsequent provisions of this instrument, may, at the option of the said **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,** or its assigns, be deemed due and payable, without notice to the undersigned; and in such event the said ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, or his successor in trust, is hereby authorized and empowered, after giving ~~twenty~~ TWENTY days' notice by weekly publications 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 and dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor, shall make a deed to the purchaser. The owner of the said debt may bid at any sale under this conveyance. It is agreed that the said Trustee, or his successor, may, at any time after default in payment of any part of said sums aforesaid, as the same falls due, or on our failure to comply with any of the provisions hereafter set out, enter upon and take possession of said property, and shall account only for net rents received by him.

If any tax is assessed against this note or deed of trust, it will be paid by the undersigned, and if the law imposing said tax requires it to be paid by the holder of this note, said note will immediately mature.

It is agreed that the undersigned will keep the buildings now on said land, and any buildings which may hereafter be erected on same, insured, if on the non-co-insurance plan, against fire for not less than the sum of TWENTY EIGHT HUNDRED Dollars, and against wind-storm for not less than the sum of $2800.00 Dollars,

in some reliable insurance company or companies, to be approved by the said **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,** until all sums herein secured are fully paid; and said policy or policies shall have attached thereto a standard mortgage clause, making any loss payable to said **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,** and shall be delivered with receipt for premium on same to said Company at the time the loan secured herein is made. It is also agreed that in case of the pending expiration of any policy a renewal thereof with receipt for premium on same shall be delivered to said Company at least ten days before the time of such expiration. It is further agreed that if more insurance than is specified herein is carried on said property, the policy or policies for said additional insurance shall have attached a standard mortgage clause making the loss payable to the said **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,** and be delivered with receipt for premium on same as above set forth to said Company. It is agreed further that if the policies are on the co-insurance plan, there shall be delivered to the Company with receipt for premium on same an amount of insurance equal to the percentage of the value of the property covered set forth in the co-insurance provision. (SEE X AND XX ON OTHER SIDE)

It is agreed that, in case any litigation arises, whether by virtue of the enforcement of this trust or no, which involves in any way the aforesaid debt, land or this trust deed, by whomsoever instituted, the undersigned shall pay all court costs and reasonable attorney's fees incurred therein by said Trustee or his successors, or the holder of the said debt, and such costs and fees shall be a lien on said land secured by this trust deed.

It is agreed that the undersigned shall pay all taxes and assessments on said land and shall pay the same when due and shall keep the improvements thereon in good repair and preservation. It is agreed that the undersigned shall, on demand, furnish to the **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE,** receipts for said taxes and assessments.

It is further agreed that in case of failure to maintain and deliver such insurance as is above provided for, or in case of failure to pay all court costs and attorney's fees as aforesaid, or in case of the non-payment of said taxes or assessments when they are due and payable, or in case of failure to keep the improvements on said land in good repair and preservation, then the Trustee or his successors or the holder of the debt herein secured may effect insurance on said improvements to the amount named above and pay the premium therefor, may pay said court costs and attorney's fees, may pay such taxes and assessments with the accrued interest and all costs and penalties thereon, and may put and keep the said improvements in good repair and preservation; and all amounts so paid shall be added to, and be deemed part and parcel of, the moneys herein secured, and from the time of payment thereof the sums so paid shall bear the highest rate of interest allowed by law, and said sums shall be repaid upon demand, and upon failure of the owner of said land to so repay same, the entire debt secured by this instrument shall at once become due, and this deed of trust shall be subject to foreclosure, at the option of the holder of the debt.

It is agreed that if said land is sold under this instrument, the then tenant or tenants, occupant or occupants, of said land shall at once become and be the tenant or tenants at will of the purchaser hereunder, and shall be removable by writ of unlawful detainer at any time after demand for possession is made.

In the event this deed of trust is foreclosed and the said land and premises are sold thereunder, the proceeds will be applied by the Trustee:

FIRST—To the payment of all costs and charges of executing and enforcing this trust, including the Trustee's commission, attorney's fees, court costs, and other expenses.

SECOND—To the payment of said principal sum herein secured, or any balance remaining unpaid, whether due or not due, together with all accrued interest, and also to the payment of any and all amounts which the Trustee or his successors or the holder of the debt herein secured has paid on account of insurance, taxes and assessments, repairs, court costs and attorney's fees and expenses thereon, as hereinbefore provided; and

THIRD—The balance, if any, will be paid to the order of CHARLES F. SMITH

In case of the death, absence, inability or refusal to act on the part of the said ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, at any time when action under the foregoing trust 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 ----- and the title and powers herein conferred upon ~~A. M. BURTON~~ SYDNEY F. KEEBLE, **Trustee**, shall vest in his successor.

The undersigned hereby waives 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, we have hereunto affixed our signatures on this, the 30TH day of OCTOBER, 19 36

CHARLES F. SMITH,

FLORENCE H. SMITH,

STATE OF TENNESSEE,
County of DAVIDSON }

Personally appeared before me, MRS. ELIZABETH GENTRY, a Notary Public in and for said County and State, the within named CHARLES F. SMITH and wife FLORENCE H. SMITH, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

And FLORENCE H. SMITH, wife of the said CHARLES F. SMITH, having appeared before me privately and apart from her said husband, the said Florence H. Smith, 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 purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this the 2ND day of NOVEMBER 193 6

My commission expires: JULY 8, 1937

(SEAL) MRS. ELIZABETH GENTRY
Notary Public.

STATE OF TENNESSEE,
County of XX }

Before me, XX, a Notary Public in and for said State and County, personally appeared X and X with whom I am personally acquainted, and who on oath acknowledged themselves to be the X and Secretary of the XX the within named bargainor, a corporation, and that they as such X and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by X as X, and attesting the same by X as Secretary.

Witness my hand and official seal at office, in XX the X day of 193

Notary Public.

My commission expires:

RECEIVED NOV. 12TH, 1936 AT 11;01 A.M.

FOSTER & PARKER CO., NASHVILLE