 NUMBER 68209 RECORDED MARCH 10, 1936. C. H. RUTHERFORD, SR. UNMARRIED, TO CHAS. F. LOAN NO. 2498 LOVELL, TRUSTEE.

KNOW ALL MEN BY THESE PRESENTS, That I, C. H. RUTHERFORD, SR., UNMARRIED,

citizen of Davidson County, Tennessee, have this day bargained and sold, and do hereby transfer and convey to CHARLES F. LOVELL, Vice President of the Commerce Union Bank, a corporation organized under the laws of the State of Tennessee, and his successors in office, as Trustee, for the consideration of One Dollar to ME in hand paid, and the other consideration hereinafter mentioned, ONE certain parcel, lot, or tract of land, situate and lying in the State of Tennessee, County of Davidson, Civil District No. and more particularly described as follows:

BEING THE SOUTHERLY PART OF LOT NO. 38 ON THE PLAN OF D. D. PHILLIPS' SILVERDENE PARK SUBDIVISION, AS OF RECORD IN BOOK 421, PAGE 31, REGISTER'S OFFICE FOR SAID COUNTY. SAID PART OF LOT NO. 38 FRONTS 42 FEET ON THE EASTERLY SIDE OF MCFERRIN AVENUE AND RUNS BACK 298 FEET, MORE OR LESS, ON THE NORTHERLY LINE AND 324½ FEET ON THE SOUTHERLY LINE WITH THE NORTHERLY MARGIN OF AN ALLEY, TO AN ALLEY IN THE REAR AND MEASURES 40 FEET ON SAID REAR ALLEY.

(X) OF THE GRANTOR AND FROM THIS ACCOUNT, TAXES, INSURANCE PREMIUMS, INTEREST AND PRINCIPAL SHALL BE PAID. THE GRANTOR SHALL NOT BE RELIEVED OF ANY LIABILITY AS OWNER OF THE PROPERTY WHILE THIS ASSIGNMENT IS IN FORCE.

and being PART OF the same property conveyed to the undersigned C. H. RUTHERFORD

by deed of HERBERT REYNOLDS AND WIFE recorded in Book No. 475, page 641, in the Register's office of said County, to which reference is here made.

TO HAVE AND TO HOLD the same to the said CHARLES F. LOVELL, Vice President of the Commerce Union Bank, and his successors in office, as Trustee, forever, in fee simple.

I do further covenant with the said CHARLES F. LOVELL, Vice President of the Commerce Union Bank, and his successors in office, as Trustee, that I AM lawfully seized of said land, have a good right to convey it, and that the same is unencumbered.

I do further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said land, and every part thereof, unto said CHARLES F. LOVELL, Vice President of the Commerce Union Bank, and his successors in office, as Trustee, against the lawful claims of all persons whomsoever.

But this deed is made for the following uses and trusts, and for no other purposes—that is to say:

I, THE SAID C. H. RUTHERFORD, SR., HAVE EXECUTED TEN PRINCIPAL PROMISSORY NOTES, ALL DATED MARCH 5, 1936, THE FIRST NINE IN THE SUM OF FIFTY AND NO/100 DOLLARS ($50.00) EACH, AND THE TENTH AND LAST NOTE IN THE AMOUNT OF SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00), SAID NOTES MATURING SEMI-ANNUALLY COMMENCING SEPTEMBER 5, 1936, AND BEARING INTEREST FROM DATE AT FIVE PER CENT, PAYABLE SEMI-ANNUALLY, AS EVIDENCED BY TEN INTEREST NOTES WHICH I HAVE SIGNED UNDER DATE OF MARCH 5, 1936, IN THE SUMS OF $30.00, $28.75, $27.50, $26.25, $25.00, $23.75, $22.50, $21.25, $20.00, AND $18.75, RESPECTIVELY, THE FIRST NOTE MATURING SEPTEMBER 5, 1936, AND THE OTHERS, ONE ON THE 5TH DAY OF EACH MARCH AND SEPTEMBER THEREAFTER, RESPECTIVELY, UNTIL ALL HAVE MATURED. BOTH PRINCIPAL AND INTEREST NOTES, AS DESCRIBED ABOVE, ARE PAYABLE TO THE ORDER OF "MYSELF" AND ENDORSED BY ME FOR THE PURPOSE OF NEGOTIATION, AND THIS INSTRUMENT IS EXECUTED TO SECURE AND MAKE CERTAIN THE PAYMENT OF SAID NOTES.
IT IS UNDERSTOOD AND AGREED THAT THE GRANTOR HEREIN SHALL RETAIN POSSESSION OF THE PROPERTY HEREBY CONVEYED UNTIL THERE IS A DEFAULT UNDER THIS DEED OF TRUST OR THE NOTES SECURED THEREBY. AFTER DEFAULT IN ADDITION TO THE RIGHT OF ENTRY HEREINAFTER SET OUT ALL RENTS, ISSUES AND PROFITS FROM SAID PREMISES ARE HEREBY ASSIGNED TO SAID TRUSTEE OR SUCCESSOR, SUCH ASSIGNMENT REMAINING IN FULL FORCE AND EFFECT AS LONG AS ANY DEFAULT EXISTS. SAID TRUSTEE OR SUCCESSOR, IS AUTHORIZED TO DEMAND AND RECEIVE OF THE GRANTOR ALL LEASES, NOTES, ETC., GIVEN FOR RENT OF SAID PREMISES, AND THE GRANTOR AGREES TO ASSIGN THE SAME TO SAID TRUSTEE OR SUCCESSOR AS COLLATERAL SECURITY. SAID TRUSTEE OR SUCCESSOR IS FURTHER AUTHORIZED TO COLLECT SAID NOTES OR RENT, PERSONALLY OR BY AGENT, EJECT TENANTS ON FAILURE TO PAY AND RE-RENT THE PREMISES AT HIS DISCRETION. ALL SUMS SO COLLECTED, LESS COST OF ADMINISTRATION AND OPERATION, SHALL BE CREDITED TO THE ACCOUNT ~~SECURED~~ ABOVE.

And to secure the payment of all of said notes and of any notes that may hereafter be given for interest on said principal notes, or upon an extension thereof by consent of the legal holder thereof, this conveyance is made.

Now, if I, C. H. RUTHERFORD, SR., the undersigned grantor, pay all of said notes at the maturity thereof, then this deed of conveyance is to be null and void; but if I fail to pay any one of said notes on the day of its maturity, according to the terms herein set out, then upon such failure this conveyance remains in full force and effect, and the whole of said notes, or any balance thereof, may, at the discretion of the holder thereof, be deemed due and payable without notice to the said undersigned grantor, and the said CHARLES F. LOVELL, Vice President of the Commerce Union Bank, and his successors in office, as Trustee, is hereby authorized and empowered, after giving thirty days' notice by weekly publication in some newspaper published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said State and County, to the highest bidder, for cash, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, or the said holder and the Trustee may, at their option, foreclose the liens created by this instrument by proceedings in the Chancery Court, and under the same have said property sold for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are expressly waived. In case of a sale under this instrument, the Trustee shall make a deed to the purchaser. The owner of said notes may bid at any sale made under this conveyance. We agree that the said Trustee may, at any time after default in payment of any part of any of said sums aforesaid as the same falls due, enter and take possession of said property, and shall account only for net rents received by him.

It is further agreed that I, the undersigned will pay and discharge, when the same become due and payable, all taxes and assessments, general or special, now existing or which may hereafter be levied or assessed upon said real estate, or any part thereof, and will also keep the buildings now on said land, and any buildings which may hereafter be erected on same, in good repair and preservation, and insured against loss or damage by fire or tornado, in some reliable insurance company or companies, to be selected and approved by the owner of the notes herein secured, for not less than the sum of $ 1500.00 fire insurance, and $ 1000.00 tornado insurance, until all sums herein secured are fully paid; and said insurance policy or policies, and any other additional policies, now or hereafter written, covering any of the buildings on said premises, shall be made to have the loss payable to the Trustee herein or to the legal holder of the said notes, and such policy or policies shall be assigned and delivered to such Trustee or holder. And it is further agreed that the undersigned will pay all costs and attorney's fees which may be incurred by said Trustee in any litigation or otherwise, at any time when said Trustee shall deem it necessary or expedient to employ an attorney for the proper protection of the rights of said Trustee or the holder or owner of said notes.

And in case the taxes or assessments, or premiums for insurance are not paid, or in case of failure to keep the improvements on said land in good repair and preservation, it shall be optional with the legal holder of said notes, at any time to declare the whole debt due and payable and have said property sold under the provisions aforesaid, or to pay and discharge said taxes or assessments, or to redeem the said premises or any part thereof which have been or may be sold or forfeited at any tax sale for taxes and assessments due or to become due thereon, or to purchase any outstanding title acquired by any deed or tax certificate arising from any past or future tax sale or forfeiture of said premises, or any part thereof, or to pay the premiums upon the fire insurance policies as herein provided, and to put and keep the said improvements in good repair and condition, without notice to the said undersigned grantor, and the amount of money so paid shall, with interest at the rate of six per cent per annum in addition thereto, be added to the payment which shall next thereafter become due on said notes or interest, and shall also constitute an additional indebtedness from ME, the said undersigned grantor, which this Trust Deed is given to secure, provided that said CHARLES F. LOVELL, Vice President of the Commerce Union Bank, and his successors in office, as Trustee, or the legal holder of said notes advancing moneys for any such purposes, may, if he or it so choose, buy any tax title or any tax certificate on said premises, and perfect any title thereto for the benefit of the lawful holders of said notes.

In case of sale of said land and premises under this Deed of Trust, or under proceedings in the Chancery Court, the proceeds will be applied by the Trustee:

First—To the payment of all the costs and charges of executing and enforcing this trust, including the Trustees commission, attorney's fees, court costs, and all other expenses of any litigation which may in any way arise by virtue of the execution and enforcement of this trust. The Trustee's commission, in event of sale, shall be five per cent of proceeds thereof.

Second—To the payment of said notes or any balance remaining unpaid, whether due or not due, and also to the payment of any and all amounts which the holder of the debt herein secured has paid out on account of insurance, taxes and assessments, and repairs, together with interest, fees, and expenses thereon, as hereinbefore provided for.

Third---To the payment of all costs and attorney's fees which may be incurred by the said Trustee or his successor in taking possession of said premises after default as above stipulated, it being understood and agreed by ME that upon such default I or MY assigns shall become and be the tenants of said Trustee or his successor from month to month, at a rental of $ 30.00 and should I or any of MY ASSIGNS, after such default refuse to give peaceable possession of said premises, said Trustee or his successor is hereby authorized to take possession of same by legal process, which authority shall continue in said Trustee or his successor, to the end of putting the purchaser at said sale in possession of said premises.

Fourth—To pay the balance, if any, to the order of C. H. RUTHERFORD, SR.

And I, the undersigned, hereby waive 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, I have hereunto affixed MY signature on this the 5TH day of MARCH, 1936.

C. H. RUTHERFORD Sr.

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me RENA B. REYNOLDS, a Notary Public in and for said County and State, duly elected, qualified and acting as such, the within named C. H. RUTHERFORD, SR., the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And -, wife of the said having personally appeared before me, privately and apart from her husband, the said acknowledged the execution of 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 seal at office on this the 7TH day of MARCH, A. D., 1936.

(SEAL) RENA B. REYNOLDS, Notary Public.

My Commission expires on the 11 day of JAN. 1940.

Received MARCH 9, 1936, AT 10:06 A.M.