In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6 per centum per annum.

Now, if the grantor shall pay the sums aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if the grantor fails to pay the said sums of money when due as aforesaid, or any part of said sums, according to the terms above expressed, 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. It is agreed that said Trustee, or his successor, may, at any time after default in any payment required to be made by the terms and conditions of the above described note or by the terms and conditions of the above mentioned agreement to make monthly payments, as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

If foreclosure proceedings of any second mortgage or second trust deed or any junior lien of any kind should be instituted, the Corporation may, at its option, immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interest in the premises.

The grantor agrees to pay all taxes and assessments levied on the land when the same come due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by each taxing official to whom any such taxes or assessments shall be payable, that all such taxes and assessments due to be paid said official have been paid for the current year.

The said grantor will also keep all buildings now erected on said premises, or hereafter erected thereon, and all equipment attached to or used in connection with the real estate herein encumbered, insured against loss or damage by fire or otherwise in such sums, with insurers, and to an amount approved by the Corporation as a further security to said mortgage debt, with mortgage clause in form satisfactory to the Corporation, and assign and deliver to the said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property.

It is agreed that if default be made in the payment of any of the aforesaid taxes or assessments, or water charges, or in the procuring and maintaining of insurance as above covenanted or in the event of the failure of the grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said Corporation, its successors and assigns, may pay such taxes, assessments, or water charges, effect such insurance, and make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the sums so paid shall be a further lien on said premises under this instrument, payable forthwith, with interest at the rate of six (6) per centum per annum until paid.

It is further agreed that should any default be made in the payment of principal or interest, or in the performance of any other covenant of this instrument or any instrument securing the debt or any part thereof, when the same is payable or the time of performance has arrived, as herein provided, and should such default or any part thereof continue or any sum remain unpaid for the period of ninety (90) days, then all the remainder of the aforesaid principal sum with all arrearages of interest, taxes, assessments, insurance premiums and sums paid pursuant to the provisions thereof, shall, at the option of said Corporation, its successors and assigns, become immediately payable thereafter, and this instrument or deed of trust may be foreclosed in the manner and upon the terms hereinabove set out, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

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 thereon then remaining unpaid.

Third—The residue to be paid to ROBERT A SHEARIN AND WIFE, BONNIE SHEARIN, or order.

In the event the ownership of the premises herein conveyed, or any part thereof, becomes vested in a person other than the grantor, the Corporation, its successors and assigns, may, without notice to the mortgagor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the grantor without in any way vitiating or discharging the grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured given by the Corporation or its assigns shall operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and applied upon the principal last maturing hereon, and the Corporation is hereby empowered in the name of the grantor or the grantor's assigns to receive and give acquittance for any such award or judgment whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

Should the said CHARLES H. LITTERER, Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor or successors in office who is MANAGER for Davidson County, Tennessee, of the Home Owners' Loan Corporation, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all the liabilities as Trustee as provided in this instrument.

It is further expressly provided that the Corporation, in any event, is hereby authorized at its option to appoint in writing, a substitute Trustee to act instead of the Trustee named herein; and the authority to appoint other substitute Trustees, successively, during the life of this loan, and such Trustee shall each and all succeed to all of the rights and powers of the first Trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said grantor or grantors and all persons holding under him or 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.

It is further agreed by said grantor or grantors that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

If more than one joins in the execution hereof as grantor or any be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

In Witness Whereof, WE have hereunto signed OUR names, this 16TH of JUNE, 1934

ROBERT A SHEARIN

BONNIE SHEARIN

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, O. G. JONES, a Notary Public in and for said County and State, the within named ROBERT A SHEARIN AND WIFE, BONNIE SHEARIN, the bargainors, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And BONNIE SHEARIN wife of the said ROBERT A SHEARIN having appeared before me, privately and apart from HER husband, the said BONNIE SHEARIN acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER husband for the purposes therein expressed.

Witness my hand and official seal, at Nashville, Tennessee, this 16TH day of JUNE, 1934

My commission expires the 16TH day of APRIL, 1936 (Seal.) O. G. JONES

Notary Public.

RECEIVED JUNE 18, 1934 AT 2:29 P.M.

For and In Consideration of One Dollar to US paid, the receipt of which is acknowledged, and other considerations hereinafter mentioned, MRS. LYDE DUDLEY GREEN AND HUSBAND, JOHN D. GREEN, have this day bargained and sold, and do hereby transfer and convey to CHARLES H. LITTERER, MANAGER for Davidson County, Tennessee, of the HOME OWNERS' LOAN CORPORATION, of Washington, D. C., and his successors in office, as Trustee, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 128 ON THE PLAN OF M&A. SPURR'S SUBDIVISION OF LOT NO. 8 IN BOYD AMENT TRACT, AS OF RECORD IN BOOK 21, PAGE 83, OF THE REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO. 128 FRONTS 50 FEET ON THE EASTERLY SIDE OF 16TH AVENUE SOUTH, FORMERLY BELMONT AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 151 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO MRS. LYDE DUDLEY GREEN, BY DEED FROM HERMAN BROWN AND WIFE, OF RECORD IN BOOK 566, PAGE 200, SAID REGISTERS OFFICE.

COPY OF RELEASE BOOK NO. 1581 PAGE NO. 45

This instrument includes all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

To Have and to Hold said property to the said MANAGER for Davidson County, Tennessee, of the Home Owners' Loan Corporation, and his successors in office, as Trustee, forever in fee simple. WE covenant that WE ARE lawfully seised of said property, have a good right to convey it, and that the same is unencumbered.

WE further covenant and bind OURSELVES, OUR, heirs and representatives, to warrant and defend the title to said property to the said CHARLES H. LITTERER, who is MANAGER for Davidson County, Tennessee, of the Home Owners' Loan Corporation, and his successors in office, as Trustee, and his or their assigns, forever, against the lawful claims of all persons whomsoever.

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purpose, to-wit:

The undersigned, MRS. LYDE DUDLEY GREEN AND HUSBAND, JOHN D. GREEN, is or are indebted to the Home Owners' Loan Corporation of the United States, in the principal sum of $ 2,376.55, with interest at the rate of 5 per centum per annum on the unpaid balance, as evidenced by a certain promissory note of even date herewith, and said principal and interest shall be payable $ 18.80 monthly from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of $ 9.89 monthly from date until June 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of said note and this deed of trust are promptly met, and thereafter the monthly payment shall be $ 21.99 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.