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DISASTER LOAN CO

DEED

TOLLY C. JONES INSTALLMENT DEED AND DEED OF TRUST

COPY OF RELEASE
BOOK NO. 1972 PAGE NO. 33
R.O.D.C., TENN.

FOR AND IN CONSIDERATION OF THE SUM OF THREE THOUSAND SEVEN HUNDRED AND NO/100 ($3,700.00) OF WHICH AMOUNT FOUR HUNDRED AND NO/100 DOLLARS ($400.00) HAS BEEN PAID IN CASH BY TOLLY C. JONES AND WIFE, IVA K. JONES, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND FOR THE REMAINDER OF THREE THOUSAND THREE HUNDRED AND 80/100 DOLLARS ($3,300.00) THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, HAVE EXECUTED THEIR JOINT AND SEVERAL INSTALLMENT NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF DISASTER LOAN CORPORATION ON OR BEFORE TEN (10) YEARS FROM THE DATE HEREOF, WITH PROVISION FOR MONTHLY PAYMENTS ON ACCOUNT OF PRINCIPAL OF TWENTY SEVEN AND 50/100 DOLLARS ($27.50) BEGINNING ONE (1) MONTH FROM THE DATE HEREOF, WITH INTEREST FROM DATE AT THE RATE OF FOUR AND ONE HALF PER CENT (4½%) PER ANNUM, PAYABLE MONTHLY IN ADDITION TO MONTHLY INSTALLMENTS ON PRINCIPAL AND WITH THE RIGHT RESERVED IN THE MAKERS OF SAID NOTE TO PAY ALL OR ANY PART OF THE PRINCIPAL, WITH INTEREST, BEFORE MATURITY AT ANY TIME, SAID NOTE ALSO PROVIDING FOR THE PAYMENT OF ATTORNEY'S FEES, EXPENSES AND OTHER PROVISIONS WHICH ARE REFERRED TO AND MADE A PART HEREOF BY REFERENCE. TO SECURE THE PAYMENT OF SAID NOTE, EXPENSES, ATTORNEY'S FEES, ETC. A LIEN IS EXPRESSLY RETAINED ON THE LAND HEREIN CONVEYED AND FOR THE CONSIDERATION SET OUT THE DISASTER LOAN CORPORATION HAS THIS DAY BARGAINED AND SOLD AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO TOLLY C. JONES AND WIFE, IVA K. JONES, THEIR HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS NOS. 13 AND 14 ON THE PLAN OF PAYNE, BLAKEMORE AND CUMMINGS ADDITION TO EAST NASHVILLE, AS OF RECORD IN BOOK NO. 57, PAGE 90 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. SAID LOTS NOS. 13 AND 14 ADJOIN AND FRONT 50 FEET EACH ON THE EASTERLY SIDE OF SOUTH 11TH STREET, AND RUN BACK BETWEEN PARALLEL LINES 161 FEET TO AN ALLEY. THIS IS THE SAME PROPERTY OWNED, AND OCCUPIED AS HER HOME M. LLOYD, DECEASED, AT THE TIME OF HER DEATH, AND BY HER DEVISED BY WILL, RECORDED IN WILL BOOK NO. 51, PAGE 346, IN THE OFFICE OF THE COUNTY COURT CLERK OF DAVIDSON COUNTY, TENNESSEE, TO FRANCES E. MOTT, HER MOTHER, OR THE UNDERSIGNED WILLIAM H. MOTT, IN THE EVENT THE SAID FRANCES E. MOTT SHOULD PREDECEASE BOTH MRS. MAE M. LLOYD AND THE SAID WILLIAM H. MOTT. THE LATTER CONDITION HAVING BEEN FULFILLED BY THE DEATH OF FRANCES E. MOTT BEFORE THE DEATH OF MRS. MAE M. LLOYD, THE SAID WILLIAM H. MOTT BECAME THE OWNER OF SAID PROPERTY.

AND ALSO BEING THE SAME PROPERTY DESCRIBED IN DEED OF TRUST EXECUTED BY WILLIAM H. MOTT AND WIFE, NELLIE MOTT, DATED APRIL 24, 1935, OF RECORD IN BOOK 964, PAGE 155, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

AND ALSO BEING THE SAME PROPERTY CONVEYED BY TRUSTEE'S DEED FROM H. W. LEHNING TRUSTEE, TO DISASTER LOAN CORPORATION BY DEED OF RECORD IN BOOK 1118, PAGE 567 OF THE REGISTER'S OFFICEOF DAVIDSON COUNTY, TENNESSEE, DATED JUNE 10, 1940.

TO HAVE AND TO HOLD SAID REAL ESTATE WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING TO THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, THEIR HEIRS AND ASSIGNS FOREVER.

THE DISASTER LOAN CORPORATION WARRANTS THE TITLE TO SAID PROPERTY AS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS CLAIMING BY, THROUGH OR UNDER IT, BUT NO FURTHER OR OTHERWISE.

AND NOW FOR THE PURPOSE OF BETTER AND MORE EFFECTUALLY SECURING THE PAYMENT OF SAID LIEN NOTE AND RENDERING UNNECESSARY COURT PROCEEDINGS FOR THE ENFORCEMENT OF SAID LIEN IN THE EVENT OF THE NON-PAYMENT OF SAID NOTE OR THE INSTALLMENTS THEREOF AS THEY MATURE, AS HEREINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR ($1.00) CASH IN HAND PAID, THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, DO HEREBY TRANSFER AND CONVEY UNTO P. B. OVERTON, OF NASHVILLE, TENNESSEE, TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THE PROPERTY HEREINBEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, FOR THE PURPOSES AFORESAID ONLY.

THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, DO HEREBY AGREE TO KEEP ALL BUILDINGS NOW ON, OR TO BE HEREAFTER ERECTED ON SAID PROPERTY, INSURED IN SOME RELIABLE FIRE INSURANCE COMPANY OR COMPANIES FOR AT LEAST THE SUM OF $3500.00, UNTIL THE NOTE HEREIN SECURED IS FULLY PAID, AND TO HAVE THE LOSS, IF ANY, MADE PAYABLE ON THE POLICY OR POLICIES BY TENNESSEE STANDARD MORTGAGE CLAUSE TO SAID TRUSTEE FOR THE BENEFIT OF THE LAWFUL OWNER AND HOLDER OF SAID NOTE, AS HIS OR ITS INTEREST MAY APPEAR. THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, FURTHER AGREE TO KEEP THE IMPROVEMENTS ON SAID PROPERTY IN GOOD REPAIR AND PRESERVATION, AND TO PAY ALL TAXES AND ASSESSMENTS THEREON, AND TO PAY THEM WHEN DUE, AND IN CASE THEY FAIL TO DO EITHER, THEN THE SAID TRUSTEE, OR THE LAWFUL OWNER AND HOLDER OF SAID NOTE, OR ANY OF THEM, MAY DO ANY OR ALL OF THESE THINGS, AND CHARGE AND TREAT THE SUM OR SUMS SO EXPENDED AS PART OF THE INDEBTEDNESS SECURED HEREIN, THE SAME TO BEAR INTEREST FROM THE DATE OF SUCH PAYMENT.

NOW, IF THE SAID TOLLY C. JONES AND WIFE, IVA K. JONES, SHALL PAY THE NOTE AFORESAID WHEN DUE, ACCORDING TO ITS TERNS, AND PAY TAXES, KEEP UP REPAIRS, AS HEREIN PROVIDED, AND KEEP SAID PREMISES INSURED, AS AFORESAID, THEN THIS TRUST CONVEYANCE SHALL BE OF NO FURTHER FORCE OR EFFECT. BUT IF THEY FAIL TO PAY SAID NOTE OR ANY INSTALLMENT THEREOF, PROMPTLY AT MATURITY, OR IF, FAILING TO PAY TAXES, KEEP UP REPAIRS OR KEEP SAID PREMISES INSURED AS HEREIN PROVIDED, OR SHALL FAIL TO REIMBURSE THE TRUSTEE OR LAWFUL OWNER AND HOLDER OF SAID NOTE FOR ALL SUMS, WITH INTEREST, SO EXPENDED BY SAID TRUSTEE, OR THE LAWFUL OWNER AND HOLDER OF SAID NOTE, WITHIN THIRTY (30) DAYS FROM DATE OF SUCH PAYMENT, THIS TRUST CONVEYANCE ~~SHEL~~ shall REMAIN IN FULL FORCE AND EFFECT, AND AT THE OPTION OF THE LAWFUL OWNER AND HOLDER OF SAID NOTE, ALL REMAINING UNPAID INSTALLMENTS SHALL BECOME DUE AND PAYABLE AT ONCE, WITHOUT NOTICE, AND THE SAID TRUSTEE, OR HIS SUCCESSOR IN TRUST, IS HEREBY AUTHORIZED AND EMPOWERED, UPON GIVING TWENTY (20) DAYS NOTICE OF THE TIME, TERMS AND PLACE OF SALE BY THREE (3) ADVERTISEMENTS IN SOME NEWSPAPER OF GENERAL CIRCULATION IN DAVIDSON COUNTY, TENNESSEE, TO SELL SAID PROPERTY AT THE FRONT DOOR OF THE COURT HOUSE IN DAVIDSON COUNTY, TENNESSEE, TO THE HIGHEST BIDDER FOR CASH AT PUBLIC OUTCRY, FREE FROM THE EQUITY OF REDEMPTION HOMESTEAD, DOWER, AND ALL OTHER EXEMPTIONS OF EVERY KIND WHICH ARE HEREBY EXPRESSEDY WAIVED AND THE SAID TRUSTEE, OR HIS SUCCESSOR IN TRUST, IS AUTHORIZED AND EMPOWERED TO EXECUTE AND DELIVER A DEED TO THE PURCHASER. THE CREDITOR MAY BID AT ANY SALE UNDER THIS TRUST CONVEYANCE.