JOHN L.SMITHSON ET UX, TO C. VERNON HINES, TR.

NUMBER 52153 RECORDED JANUARY 8TH,1941

T.L. Taxes Received

18

**BOOK No. 1184**

**For and in Consideration of One Dollar to us paid, the receipt of which is hereby acknowledged, and other considerations hereinafter mentioned, we,**
JOHN L. SMITHSON AND WIFE LOU ORA SMITHSON

C. VERNON HINES NASHVILLE BUILDING &

**have this day bargained and sold, and do hereby transfer and convey to ~~Louis R. Linn~~, who is Secretary of the ~~First Federal Savings &~~ Loan Association of Nashville,**

**a corporation chartered, organized and existing under and by virtue of the laws of the United States of America, 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, BEING LOTS "B" 2 AND 6 ON THE PLAN OF A SUBDIVISION OF A 3- ACRE TRACT OF LAND FORMERLY OWNED BY RUTH H. SCOTT, OF RECORD IN MINUTE BOOK "Q" PAGE 60, COUNTY COURT FOR SAID COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF 12TH AVENUE NORTH FORMERLY FLORENCE STREET, 458 FEET SOUTH OF THE SOUTHEAST INTERSECTION OF SAID AVENUE AND COCKRILL STREET, THENCE WITH THE MARGIN OF SAID AVENUE SOUTHWARDLY 145 FEET THENCE EASTWARDLY 154 FEET TO THE WESTERLY MARGIN OF A 16- FOOT ALLEY; THENCE WITH THE MARGIN OF THE SAME NORTHWARDLY 145 FEET THENCE WESTWARDLY 154 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO JOHN L. SMITHSON AND WIFE LOU ORA SMITHSON AS TENANTS IN COMMON BY DEED FROM A.O. KLEEMAN TRUSTEE, ET AL, DATED JUNE 20, 1918, AND RECORDED IN BOOK 457, PAGE 399 REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 24 day of April 1953

FIRST FEDERAL SAVINGS & LOAN ASSN.

Attest: T B Wilson DEPUTY REGISTER

BY Leslie E. Gotwell ASS'T VICE PRESIDENT

**Including also all heating, plumbing and lighting fixtures, door and window screens, shades and equipment new or hereafter attached to or used in connection with the real estate herein described.**

**To Have and to Hold said property to the said ~~Louis R. Linn~~,** C. VERNON HINES Nashville Building **Secretary of the ~~First Federal Savings &~~ Loan Association of Nashville, and his successors in office, as Trustee, forever in fee simple. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.**

C. VERNON HINES

**We further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to said property to the said ~~Louis R. Linn~~, Secretary** NASHVILLE BUILDING & **of the ~~First Federal Savings &~~ Loan Association of Nashville, 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,** JOHN L.SMITHSON AND WIFE LOU ORA SMITHSON, NASHVILLE BUILDING & **~~, is or~~ are indebted to the ~~First Federal Savings &~~ Loan Association of Nashville in the principal sum of $** 1540.00 **, with interest at the rate of** 6 **per centum per annum, and a service fee of** NO **per centum per annum on the unpaid balance, as evidenced by a certain promissory note of even date herewith, and said principal, interest and ~~service fee~~ shall be payable $** 13.07 **monthly from date, to be applied first to interest and ~~service fee on~~ the unpaid balance, and the remainder to principal until said debt is paid in full.** BORROWER AGREES TO PAY MO. PRO RATA OF INS. & TAXES.

**Extra payments may be made at any time and interest will be charged only on the unpaid balance.**

**In addition to the agreement contained in said note, the undersigned makes, ~~if demanded and required by the holder of said note,~~ also agrees to pay to the holder of said note each month one-twelfth of the estimated annual charges of State, County and City taxes and premiums for fire and windstorm insurance, which they are required to pay as herein otherwise provided, and the holder of said note agrees to hold said funds so paid in trust and to apply the same to the payment of taxes and insurance as the same become due; and the right of the holder of said note to declare a default and foreclose shall equally apply to defaults in the payment of taxes and insurance premiums.**

**Now, if the grantors 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 grantors fail 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 shall remain in full force and effect, and the said Trustee, or his successors 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 monthy 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 secured, due and payable and start such proceedings as may be necessary to protect its interest in the premises.**

**The grantors agree to pay all taxes and assessments levied on the land when the same become 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 such official have been paid for the current year.**

**The said grantors will also keep all buildings and improvements 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 and windstorm 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. In the event of loss or damage to the property herein conveyed either by fire or windstorm, it is agreed that the amount of the loss or damage recoverable under said policy or policies of insurance shall be paid to said Corporation, and said Corporation is hereby empowered in the name of the grantor or grantors or his or their assigns, to give a full acquittal for the amount paid, and such amount shall be credited upon the debt due the Corporation, and if there be an excess, such excess shall be paid by the Corporation to the grantor or grantors or his or their assigns.**

**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 secured by a lien on said premises under this instrument, payable forthwith, with interest (at the rate of (6) per centum per annum) until paid, and if said amounts are not promptly paid, the same shall be charged to the principal of the grantors' loan account.**

**Said grantors further agree that they will pay on demand to the Corporation or the Corporation may at its option add to the principal balance then due any sums advanced or paid by the Corporation for reasonable attorney's fees, including any court costs incurred in prosecuting, defending or intervening in any legal or equitable proceeding wherein any of the rights created by this Deed of Trust are, in the sole judgment of the Corporation, jeopardized, or in issue.**

**The lien of this Deed of Trust shall also secure the repayment of such further advances as the Corporation may, from time to time, and for any purpose make to the grantors, and the same may be added to the lien debt, provided, however, that no advance shall be made which will increase the principal balance above the face amount of the mortgage note.**

**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 hereof, 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, 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** JOHN L.SMITHSON AND WIFE LOU ORA **or order.**

**The property herein conveyed cannot be sold or conveyed or further encumbered except upon the written consent and approval of the Corporation, its successors or assigns, and in the event the ownership of the premises hereby 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 grantor, 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, 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.**

**If during the term of this deed of trust or any renewal thereof, the grantor or grantors shall execute any instrument of conveyance creating any lien on the** NASHVILLE BUILDING & **property herein described, without the written consent and approval of the ~~First Federal Savings &~~ Loan Association of Nashville, then, at the option of said Corporation, or the lawful owner and holder of the indebtedness herein secured, the entire balance of said indebtedness, principal and interest, shall immediately become due and payable, and the right of foreclosure as herein provided shall immediately accrue.**

C.VERNON HINES

**Should the said ~~Louis R. Linn~~, Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor,** NASHVILLE BUILDING & **or successors in office who is Secretary of the ~~First Federal Savings &~~ Loan Association of Nashville 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.**

**The grantors further agree that should such sale be made by the Trustee, he need not personally attend and conduct the same but at his option, he can have the sale conducted by an agent or attorney selected by him.**

**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 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** 4TH **day of** JANUARY **, 194** 1

LOU ORA SMITHSON

JOHN L. SMITHSON

**STATE OF TENNESSEE, COUNTY OF DAVIDSON**

**Personally appeared before me,** EDNA E. CROUCH **, a Notary Public, in and for said County and State, the within-named** JOHN L.SMITHSON AND WIFE LOU ORA SMITHSON **, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.** (SEE * BELOW)

**Witness my hand and official seal, at Nashville, Tenn., this** 4TH **day of** JANUARY **, 194** 1

**My commission expires the** 8TH **day of** OCTOBER **, 19** 44 **(SEAL)** EDNA E. CROUCH **, Notary Public.**

(*) AND LOU ORA SMITHSON WIFE OF THE SAID JOHN L. SMITHSON HAVING APPEARED BEFORE ME PRIVATELY AND APART FROM HER HUSBAND THE SAID JOHN L.SMITHSON 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.

RECEIVED JANUARY 7TH,1941 AT 3;40 P.M.