And the party of the first part desires to secure and make certain the payment of said note, or notes and any and all extensions and renewals thereof, and now, therefore, the party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

That the holder of the note or notes secured hereby shall be subrogated for further security to the lien though released of record of any prior encumbrance or vendor's lien on said premises paid out of the proceeds of this loan.

As additional collateral security for the payment of the indebtedness hereby secured said party of the first part hereby assigns to the party of the second part all rights, rents and benefits accruing under all leases on said real estate, this assignment to terminate and become void upon the release of this Deed of Trust.

To pay all taxes, assessments and charges, general or special, of every character which are now due or which may hereafter become liens on said real estate. If not paid, the third party may pay such taxes, liens or assessments and recover the same from the first party with a reasonable attorney's fee incurred in the collection thereof, and this deed of trust shall stand as security therefor, together with six per cent interest thereon from the date of payment.

To pay all taxes and assessments (excepting the Federal income tax) levied upon the interest of the second or third party hereto in the said, premises or upon this deed of trust or the notes hereby secured while held by a nonresident of the State of Tennessee, to the extent that said payment may be legally made. If such payment by the party of the first part cannot be legally made, the party of the third part, or assigns, may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

To keep all buildings, fences and other improvements on said real estate in good repair and condition, and to abstain from committing any waste, or doing anything whereby the security for the above indebtedness may be lessened.

To keep the buildings now standing, or which may hereafter be erected on said premises constantly insured against loss by fire and windstorm in some responsible company or companies, approved by the party of the third part, in a sum and in a manner satisfactory to the party of the third part, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part or assigns, as its interest may appear, and deliver the policy, or policies and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured the party of the third part, or its assigns, may at its option effect such insurance, and the amount paid therefor shall be collectible from the party of the first part, with interest at six per centum per annum, and this deed of trust shall stand as security therefor.

That in case the party of the third part, its successors or assigns, shall hereafter appear in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, together with a reasonable attorney's fee, shall be allowed the party of the third part, its successors or assigns, and such costs, expenses and attorney's fee shall bear six per cent interest from the date of payment by said party of the third part, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

Now, if the said party of the first part shall pay said indebtedness when due, and shall well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall become void and the legal title to said property shall vest in the party of the first part, and proper satisfaction and release of record will be entered at the expense of the party of the first part.

But, if said party of the first part shall fail to pay any part of said indebtedness when due, or shall fail to keep and well and truly perform any of the covenants and agreements herein made by said first party, then in either such event all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice to the party of the first part, become immediately exigible, due and payable, and this deed of trust may be foreclosed by a judicial proceeding, or the Trustee herein is authorized and empowered to enter and take possession of said real estate and, before or after such entry, to advertise the sale of said property for thirty days by four weekly notices in some newspaper published in said County, and sell the said real estate either on the premises or at the courthouse door in the County where said land lies, at which judicial sales are usually made, at the option of the Trustee, for cash to the highest bidder, free from the equity of redemption, homestead, dower and all other exemptions and martial rights, all of which are hereby expressly waived and conveyed, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which said party of the first part agrees shall be given without obstruction, hindrance or delay and will from that moment become and be a tenant at will of the purchaser, and removable by process, as upon a forcible and unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said premises from and after said sale.

The owner of the indebtedness hereby secured may become the purchaser at any sale hereunder.

The proceeds of any sale hereunder shall be applied as follows: First, to the expenses of making, maintaining and executing this trust, including the expense of protecting the said real estate security, the expense of any litigation and any reasonable lawyer's fees, and a five per cent commission to the Trustee; Second, to the payment of the indebtedness hereby secured or intended so to be; Third, to the payment of any surplus to the party of the first part, or order.

Said sale may be postponed or adjourned from time to time without readvertising, and be dismissed and not made. The acting Trustee is authorized to appoint an agent or auctioneer to make any sale hereunder, and any sale so made shall have the same validity as if made by said Trustee; and a cash deposit may be required as a condition for the acceptance of bids.

Should the Trustee named herein die, fail, refuse or become unable to act, or for any other reason satisfactory to the party of the third part, or the legal holders of a majority of the unpaid indebtedness hereby secured, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may name and appoint a successor to execute this trust, and title, powers and authority herein conveyed to and vested in said W. H. HAYNES, TRUSTEE, shall be vested in said successor; which appointment shall be in writing, and shall be duly registered in the Register's Office of the County in which said land lies; and as to any such substitute Trustee like powers of appointment and substitution shall exist in favor of the party of the third part, its successors and assigns.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successors shall be void if any portion of the debt hereby secured is in default at the time of such sale.

The giving of bond, making oath, or the filing of inventory by the Trustee herein, or successors, is expressly waived.

The party of the first part is to retain possession of the property herein conveyed, and is to receive and use the rents, issues and profits therefrom until default in the payment of the interest or principal or any taxes or assessments, when the same shall become due as aforesaid, or until other default under the terms of this deed of trust is made; but from and after any such default, the rents, issues and profits shall be due and payable to the Trustee or beneficiary, if either makes demand for same. And, in the event of any such default, the party of the third part, or its assigns in addition to the power of sale hereinbefore provided, shall have the right to proceed in a court of equity to foreclose this deed of trust and shall be entitled to the appointment of a receiver to collect the rents, issues or profits pending such suit.

In Witness Whereof THE SAID MARGARET FRIEL TIMOTHY, HAS HEREUNTO SUBSCRIBED HER NAME ON THIS THE DAY THE DAY AND DATE AFORESAID.

MARGARET FRIEL TIMOTHY

STATE OF TENNESSEE, COUNTY OF DAVIDSON, ss.

Personally appeared before me R. EUGENE MYERS a Notary Public in and for the County aforesaid, duly commissioned and qualified, the within named MARGARET FRIEL TIMOTHY, A WIDOW the bargainor with whom I am personally acquainted, and who acknowledge that SHE executed the within instrument for the purpose therein contained.

Witness my hand and official seal, at office, this 22 day of MARCH, 19 43

(Seal.) R. EUGENE MYERS
Notary Public in and for aforesaid County.

My commission expires JAN. 6, 1947

REC MARCH 22, 1943 AT 233 PM

LP

FIRST DEED OF TRUST

(TENNESSEE)

BOOK NO. 1242

THIS INDENTURE, Made and entered into this 8TH day of FEBRUARY, 19 43, by and between MOSES MCKISSACK AND WIFE MIRANDA W. MCKISSACK AND CALVIN L.MCKISSACK AND WIFE GENEVA W. MCKISSACK hereinafter called party of the first part, and W.H.HAYNES, of Nashville, Tennessee, hereinafter called party of the second part, as TRUSTEE, and THIRD NATIONAL COMPANY, NASHVILLE, TENNESSEE. of Nashville, Tennessee, hereinafter called the party of the third part:

Witnesseth: That for and in consideration of the sum of One Dollar cash in hand paid to said party of the first part, the receipt of which is hereby acknowledged, and the debt and trusts hereinafter mentioned, the said party of the first part has bargained and sold, and does hereby transfer and convey, unto said party of the second part, as Trustee, and to his successors in trust, the following described real estate, to-wit:

A TRACT OF LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE SOUTHERLY PART OF LOT NO.164 ON THE PLAN OF HYNES' ADDITION TO NASHVILLE, TENNESSEE, AS OF RECORD IN MINUTE BOOK "B" PAGE 85 OF THE CHANCERY COURT AT NASHVILLE TENNESSEE, AND ALSO OF RECORD IN CHANCERY COURT PLAN BOOK I PAGE 21, AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF GRUNDY STREET, AND 14TH AVENUE NORTH, FORMERLY HARDEE OR WEST GAY STREET, AND RUNNING THENCE NORTHERLY WITH THE WESTERLY SIDE OF 14TH AVENUE NORTH 100 FEET TO THE SOUTHEAST CORNER OF A LOT CONVEYED BY MRS. ANNA GUNN AND W.H. CARTWRIGHT TO ISAIAH B. SCOTT BY DEED OF RECORD IN BOOK 394, PAGE 228, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WESTERLY WITHTHE SOUTHERLY LINE OF SAID LOT 141 FEET, MORE OR LESS TO A POINT ON A 20 FOOT ALLEY THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTHERLY WITH THE EASTERLY MARGIN OF SAID ALLEY, 111 FEET, MORE OR LESS, TO GRUNDY STREET; THENCE EASTERLY WITH THE NORTHERLY SIDE OF GRUNDY STREET, 141 FEET TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO MOSES MCKISSACK AND CALVIN L.MCKISSACK BY DEED FROM BISHOP R.A. CARTER ET AL, TRUSTEES FOR THE PUBLISHING HOUSE OF THE COLORED METHODIST EPISCOPAL CHURCH OF AMERICA, OF RECORD IN BOOK 931, PAGE 418, REGISTER'S OFFICE FOR SAID COUNTY.

I declare that I am the true and lawful holder of the claim secured by the instrument within mentioned, and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 24 day of Nov. 1945.

First National Bank
by M Haynes V.P.

To Have and To Hold the real estate above described, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements now upon or which may hereafter be put upon said real estate, including 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, shades, 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, which are or shall be attached by nails, screws, bolts, pipe connections, masonry, or in any other manner, all of which are and shall be deemed to be fixtures and an accession to the freehold, unto said party of the second part, and his successors in trust, in fee simple forever.

The party of the first part hereby covenants that said party of the first part is lawfully seized in fee of the real estate above described, and has good right to sell and convey the same, and that the same is free from all encumbrances, and hereby covenants and binds said party of the first part, heirs and personal representatives, to warrant and forever defend the title thereto against the lawful claims of all persons.

But This is a Trust Deed, and it is made for the following uses and purposes and none other; that is to say:

TO SECURE THE PAYMENT BY THE SAID MOSES MCKISSACK AND CALVIN L.MCKISSACK TO THE SAID THIRD NATIONAL COMPANY, NASHVILLE, TENNESSEE, OR ASSIGNS, OF THE JUST AND FULL SUM OF THREE THOUSAND AND NO/100 ($3000.00) DOLLARS FOR BORROWED MONEY EVIDENCED BY THEIR PROMISSORY NOTE OF THIS DATE IN THE PRINCIPAL SUM OF THREE THOUSAND AND NO/100 ($3000.00) DOLLARS PAYABLE TO THE ORDER OF THIRD NATIONAL COMPANY, NASHVILLE, TENNESSEE, IN SEMI- ANNUAL INSTALLMENTS AS FOLLOWS; NAMELY; ON THE FIRST DAY OF AUGUST 1943, THE SUM OF TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS AND THEREAFTER EIGHT SEMI- ANNUAL PAYMENTS EACH FOR LIKE AMOUNT, AND THE BALANCE OF SAID PRIUCIPAL SUM SEVEN HUNDRED FIFTY AND NO/100 ($750.00) DOLLARS PAYABLE ON FEBRUARY 1, 1948

and payable in Lawful Money of the United States of America to the order of THIRD NATIONAL COMPANY, NASHVILLE TENNESSEE at the office of THIRD NATIONAL BANK, in Nashville, Tennessee, or at such place as the holder hereof may from time to time in writing designate, with interest on said principal indebtedness herein secured, or the amount thereof remaining unpaid, from date hereof, until maturity, at the rate of FIVE per cent per annum, payable semi-annually on the FIRST day of FEBRUARY and AUGUST of each year. Said indebtedness draws interest from maturity at the rate of six per cent per annum; payable semi-annually; and it is further provided that in case said debt is placed in the hands of an attorney for collection by suit or otherwise, or to enforce its collection, or to protect the security for its payment, the party of the first part will pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.