Third The residue to be paid KENNETH R. NOLAN AND WIFE, JEAN T. NOLAN or order.

The property hereby conveyed, or any part thereof, or interest therein, may be released from this deed of trust without further consent or approval of the Corporation, its successors or assigns, and the grantor, or grantors, may deal with said property, or any part thereof, becoming vested in a person other than the grantor, the Corporation, its successors or assigns may deal with the grantee, 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 releasing 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 upon 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 on 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 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.

Should the said Louis R. Linx, 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 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 grantor 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 the ASSOCIATION

It is further expressly provided that the Corporation, in any event, is hereby authorized to appoint in writing a substitute Trustee to act in the stead of the Trustee named herein, and to appoint other substitute Trustees successively, having the title to the legal and other Trustees shall cease and all interest 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 that the grantor or grantors and 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 grantors 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 shall inure to the respective heirs, successors and assigns of the parties hereto.

In Witness Whereof, we have hereunto signed our names this 1ST day of MAY , 1946

KENNETH R. NOLAN

JEAN T. NOLAN

STATE OF TENNESSEE, COUNTY OF DAVIDSON.

Personally appeared before me, J. G. LACKEY, JR. a Notary Public, duly qualified for said County and State, the within-named KENNETH R. NOLAN AND WIFE, JEAN T. NOLAN, the bargainor, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at Nashville, Tenn. this 2ND day of MAY , 1946.

My commission expires the 3RD day of APRIL , 1950 (SEAL) J. G. LACKEY, JR. , Notary Public.

RECEIVED MAY 15, 1946 AT 10:54 A.M.

I.S.

HARVEY PAUL GASSAWAY, ET UX., TO LOUIS R.LINX, SEC.TR.

F. F. Form 1 revised

$7100.00

10306

BOOK No. 1388

For and in Consideration of One Dollar to us paid, the receipt of which is hereby acknowledged, and other valuable considerations, the sufficiency of which is hereby acknowledged, HARVEY PAUL GASSAWAY AND WIFE, BESSIE L.GASSAWAY have this day bargained and sold, and by these presents do grant, bargain and convey unto Louis R. Linx, Jr., 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, the following described property in the State of Tennessee, Davidson County, described as follows, to wit:

BEING LOT NO.20 OF BLOCK "C" ON THE PLAN OF BERRY HILL GARDENS SUBDIVISION, AS OF RECORD IN BOOK 1130, PAGE 36, REGISTERS OFFICE FOR SAID COUNTY.

SAID LOT NO.20 FRONTS 65 FEET ON THE SOUTHERLY SIDE OF WEST IRIS DRIVE AND RUNS BACK BETWEEN PARALLEL LINES 125 FEET TO A DEAD LINE.

BEING THE SAME PROPERTY CONVEYED TO HARVEY PAUL GASSAWAY AND WIFE, BESSIE L.GASSAWAY, BY DEED FROM JAMIE G. FORSTER AND WIFE, MARGARET M.FORSTER, OF RECORD IN BOOK ___,PAGE ___, SAID REGISTERS OFFICE.

ALL OF THE RIGHTS AND PRIVILEGES REQUIRED TO BE ACCORDED TO A BORROWER UNDER THE SERVICEMEN'S READJUSTMENT ACT OF 1944, AS AMENDED, AND THE REGULATIONS EFFECTIVE THEREUNDER AS OF THE DATE OF THIS OBLIGATION, ARE MADE A PART OF THIS DEED OF TRUST, AND ANY PROVISION HEREIN TO THE CONTRARY IS HEREBY MODIFIED TO CONFORM THEREWITH.

The holder of the note and debt secured by this deed of trust executed by the grantors within recorded, and hereby acknowledge the satisfaction thereof and discharge of the same to secure the same in full This 26 day of June 1946

Attest: [illegible] DEPUTY REGISTER

FIRST FEDERAL SAVINGS & LOAN ASS'N OF NASHVILLE

By Leslie E. Rowell ASST VICE PRESIDENT

Including also all heating, plumbing and lighting fixtures, door and window screens, shades and all built-in or attached items or materials now or hereafter affixed to or used in connection with the real estate herein described.

To Have and to Hold said property unto the said Louis R. Linx, 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 in the said property, that we have a right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves and our heirs and representatives, to warrant and perpetually defend the title to said property, to the said Louis R. Linx, Secretary of the First Federal Savings & Loan Association of Nashville, and his successors in office, as Trustee, and to the said assignee 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 HARVEY PAUL GASSAWAY AND WIFE, BESSIE L.GASSAWAY

are or are indebted to the First Federal Savings & Loan Association in Nashville in the principal sum of $ 7100.00 , with interest at the rate of FOUR 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 $ 52.52 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. AND

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 makers, if demanded and required by the holder of said note, also agree to pay to the holder of said note each month one-twelfth of the estimated annual aggregate 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, 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 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 so said 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 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 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, which in no case, shall be in 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 receivable 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 full acquittance 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, or cost of 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 the premises under this instrument, payable forthwith, with interest 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 sum then due any sums advanced or paid by the Corporation for reasonable attorney's fees, including any court cost 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.

The lien of this Deed of Trust shall also secure the repayment of such further advances as the Corporation may, from time to time, 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 beyond the face amount of the mortgage note.