DAVIDSON COUNTY WARRANTY

Book No. 1394

NUMBER 69771 RECORDED AUGUST 30, 1946

THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE ET AL-TO-GLEN F. HART, ET UX

FOR AND IN CONSIDERATION OF THE SUM OF FOUR THOUSAND FIVE HUNDRED ($4500.00) DOLLARS OF WHICH TWO THOUSAND ($2000.00) DOLLARS HAS BEEN PAID IN CASH BY GLEN F. HART AND WIFE, EUNICE O. HART, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND FOR THE REMAINING TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, HAVE EXECUTED THEIR JOINT PROMISSORY NOTE OF EVEN DATE HEREWITH PAYABLE TO THE ORDER OF THIRD NATIONAL BANK IN NASHVILLE AND EMMA YOUNG HORN, TRUSTEE, IN THE PRINCIPAL SUM OF TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS PAYABLE IN 20 SEMI-ANNUAL PRINCIPAL INSTALLMENTS OF ONE HUNDRED TWENTY FIVE ($125.00) DOLLARS EACH ON THE 15TH DAY OF FEBRUARY AND AUGUST OF EACH YEAR, TOGETHER WITH INTEREST AT THE RATE OF 4½ PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY; THE FIRST OF SAID PRINCIPAL AND INTEREST PAYMENTS DUE ON OR BEFORE FEBRUARY 15, 1947, AND CONSECUTIVELY THEREAFTER ON THE 15TH DAY OF EACH AUGUST AND FEBRUARY UNTIL THE SAID AMOUNT OF TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS AND INTEREST HAS BEEN PAID IN FULL, SAID NOTE PROVIDING FOR PAYMENT OF ATTORNEY'S FEES AND TO SECURE THE PAYMENT OF SAID NOTE, PRINCIPAL AND INTEREST, AND ATTORNEY FEES, A LIEN IS EXPRESSLY RETAINED ON THE PROPERTY HEREIN CONVEYED; WE, THE THIRD NATIONAL BANK IN NASHVILLE AND EMMA YOUNG HORN, AS TRUSTEES UNDER THE WILL OF W.L. HORN, DECEASED, OF RECORD IN WILL BOOK 52, PAGE 232, COUNTY COURT FOR DAVIDSON COUNTY, TENNESSEE, HAVE BARGAINED AND SOLD AND DO HEREBY TRANSFER AND TRANSFER AND CONVEY, UNTO THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT:

BEING LOT NO. 42 ON THE MAP OF F.O. BEASLEY'S SUBDIVISION OF BLOCK "C", DOUGLASS PLACE, AS OF RECORD IN PLAN BOOK 2, PAGE 66, CHANCERY COURT AT NASHVILLE.

SAID LOT NO. 42 FRONTS 50 FEET ON THE SOUTHERLY SIDE OF CALVIN AVENUE AND RUNS BACK BETWEEN PARALLEL LINES 170 FEET TO AN ALLEY.

THE TITLE TO SAID PROPERTY IS IN THE THIRD NATIONAL BANK OF NASHVILLE, TENNESSEE, AND EMMA YOUNG HORN, AS TRUSTEES UNDER THE WILL OF W.L. HORN, DECEASED, WHICH APPEARS OF RECORD IN WILL BOOK 52, PAGE 232, COUNTY COURT FOR SAID COUNTY.

TO HAVE AND TO HOLD THE SAID TRACT OR PARCEL OF LAND, WITH THE APPURTENANCES, ESTATE AND INTEREST THERETO BELONGING, TO THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, THEIR HEIRS AND ASSIGNS, FOREVER.

THE THIRD NATIONAL BANK IN NASHVILLE AND EMMA YOUNG HORN, TRUSTEES UNDER THE WILL OF W.L. HORN, DECEASED, COVENANTS WITH THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID LAND IN FEE SIMPLE, AS SUCH TRUSTEES, HAVE A GOOD RIGHT TO CONVEY IT, AND THE SAME IS UNENCUMBERED.

AND THE THIRD NATIONAL BANK IN NASHVILLE AND EMMA YOUNG HORN, TRUSTEES, FURTHER COVENANT AND BIND THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, INSOFAR AS THEY CAN OR SHOULD AS TRUSTEES, BUT NO FURTHER OR OTHERWISE, TO WARRANT AND FOREVER DEFEND THE TITLE TO SAID LAND TO THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, THEIR HEIRS AND ASSIGNS, AGAINST THE LAWFUL CLAIMS OF ALL PER SONS WHOMSOEVER.

GRANTEES ASSUME AND AGREE TO PAY THE 1946 TAXES ASSESSED AGAINST THE HEREIN DESCRIBED PROPERTY.

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, AS IT MATURES, AS HEREINAFTER PROVIDED, AND FOR THE CONSIDERATION OF ONE DOLLAR, TO US IN HAND PAID, WE, THE SAID GLEN F. HART AND WIFE, EUNICE

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 17 day of Sept 1949.

Witness my hand

DAVIDSON COUNTY WARRANTY

Book No. 1394

O. HART DO HEREBY TRANSFER AND CONVEY UNTO A.S. KINSEY, TRUSTEE, HIS SUCCESSORS AND ASSIGNS, THE REAL ESTATE HEREINBEFORE DESCRIBED, WITH THE APPURTENANCES, ESTATE, TITLE AND INTEREST THERETO BELONGING, FOR THE PURPOSES AFORESAID ONLY.

WE, THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, 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 TWO THOUSAND FIVE HUNDRED ($2500.00) DOLLARS UNTIL THE NOTE HEREIN SECURED IS FULLY PAID, AND TO HAVE THE LOSS, IF ANY, MADE PAYABLE ON THE POLICY OR POLICIES TO SAID TRUSTEE FOR THE BENEFIT OF THE LAWFUL OWNER AND HOLDER OF SAID NOTE, AS HIS INTEREST MAY APPEAR.

WE 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 WE FAIL TO DO EITHER THEN THE SAID TRUSTEE, OR THE LAWFUL OWNER AND HOLDER OF SAID NOTE, MAY DO ANY OR ALL OF THESE THINGS AND CHARGE AND TREAT THE SUM OR SUMS SO EXPENDED AS PART OF THE INDEBTEDNESS SECURED THEREIN, THE SAME TO BEAR INTEREST FROM THE DATE OF SUCH PAYMENT.

NOW, IF WE, THE SAID GLEN F. HART AND WIFE, EUNICE O. HART, SHALL PAY THE NOTE AFORESAID WHEN DUE, ACCORDING TO ITS TERMS, AND PAY TAXES, KEEP UP REPAIRS, AND KEEP SAID PREMISES INSURED, AS AFORESAID, THEN THIS TRUST CONVEYANCE SHALL BE OF NO FURTHER FORCE OR EFFECT.

BUT IF WE FAIL TO PAY SAID NOTE OR PART THEREOF, PROMPTLY AT MATURITY OR IF, FAILING TO PAY TAXES, KEEP UP REPAIRS OR KEEP SAID PREMISES INSURED AS HEREIN PROVIDED, WE FAIL TO REIMBURSE THE TRUSTEE OR LAWFUL OWNER AND HOLDER OF SAID NOTE FOR ALL SUMS, WITH INTEREST, SO EXPENDED BY SAID TRUSTEE, OR LAWFUL OWNER AND HOLDER OF SAID NOTE, WITHIN THIRTY DAYS FROM DATE OF SUCH PAYMENT, THIS TRUST CONVEYANCE SHALL REMAIN IN FULL FORCE AND EFFECT, AND AT THE OPTION OF THE LAWFUL OWNER AND HOLDER OF SAID NOTE, OR ANY OF THE SEMI-ANNUAL PAYMENT ON SAID NOTE THEN PAST DUE AND UNPAID, ALL REMAINING UNPAID PAYMENTS 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 DAYS' NOTICE BY THREE PUBLICATIONS IN ANY NEWSPAPER, DAILY OR WEEKLY, PUBLISHED IN DAVIDSON COUNTY, TENNESSEE, TO SELL SAID PROPERTY AT THE FRONT DOOR OF THE COURT HOUSE IN SAID COUNTY 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 EXPRESSLY 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. WE AGREE, THAT THE TRUSTEE MAY, AT ANY TIME AFTER DEFAULT IN THE PAYMENT OF SAID NOTE, ENTER AND TAKE POSSESSION OF SAID PROPERTY, AND SHALL ONLY ACCOUNT FOR THE NET RENTS ACTUALLY RECEIVED BY HIM. WE FURTHER AGREE THAT, IN THE EVENT THE TRUSTEE FAILS, BEFORE SELLING SAID PROPERTY, AS HEREIN PROVIDED, TO ENTER AND TAKE POSSESSION THEREOF, THE PURCHASER SHALL BE ENTITLED TO IMMEDIATE POSSESSION THEREOF UPON THE DELIVERY TO HIM BY THE TRUSTEE OF A DEED FOR SAID PROPERTY. IN CASE OF SALE HEREUNDER, THE PROCEEDS WILL BE APPLIED BY THE TRUSTEE AS FOLLOWS:

1ST. TO THE PAYMENT OF ALL COSTS, CHARGES AND EXPENSES OF EXECUTING THIS CONVEYANCE AND ENFORCING SAID LIEN AS HEREIN PROVIDED; ALSO REASONABLE ATTORNEY'S FEES FOR ADVICE IN THE PREMISES, OR FOR INSTITUTING OR DEFENDING ANY LITIGATION WHICH MAY ARISE ON ACCOUNT OF THE EXECUTION OF THIS CONVEYANCE, OR THE ENFORCEMENT OF SAID LIEN, ALSO THE EXPENSES OF ANY SUCH LITIGATION.

2ND. TO THE PAYMENT OF ALL TAXES WHICH MAY BE UNPAID ON SAID PREMISES.

3RD. TO THE PAYMENT OF THE UNPAID NOTE HEREIN SECURED, AND ANY AND ALL SUMS EXPENDED IN THE PROTECTION OF SAID PROPERTY AS HEREIN AUTHORIZED.

4TH. THE RESIDUE, IF ANY, WILL BE PAID TO GLEN F. HART AND WIFE, EUNICE O. HART, THEIR REPRESENTATIVES OR ASSIGNS.