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(3)

and ... for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, J. C. WOODARD AND WIFE, ELIZABETH H. WOODARD,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

EDWARD B. CLARK AND WIFE, FRANCES M. CLARK,

hereinafter called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract of land situated in the Second District of Cheatham County, Tennessee and the 14th District of Davidson County, Tennessee, to wit:

BEGINNING at a hickory near the Glover Water Mill Road; thence S. 19° W. 45 poles to a black oak; thence S. 7° W. 25 poles to a tan oak; thence N. 51° W. 32.1 poles; thence N. 54° W. 8 poles; thence N. 38° W. 16 poles to an elm in a hollow; thence with the meanders of said hollow, N. 36° W. 8 poles; thence N. 88° W. 12 poles; N. 65° W. 5 poles; N. 80° W. 7 poles; S. 50° W. 7.6 poles; S. 78° W. 8 poles; N. 87° W. 8 poles; S. 76° W. 28 poles; S. 45° W. 16 poles; S. 55° W. 16 poles; S. 50° W. 21.6 poles to the intersection with Beech Hollow; thence with same N. 65° W. 12 poles; N. 40° W. 62 poles; N. 55° E. 12 poles; N. 37° E. 76 poles; S. 44° E. 6 poles; N. 40° E. 20 poles; N. 70° E. 6 poles; N. 80° E. 4 poles; N. 68° E. 20 poles; S. 78° E. 36 poles; N. 56° E. 20 poles; N. 85° E. 7 poles to the intersection of another hollow; thence down same, S. 37-1/2° E. 36 poles; thence S. 67° E. 25 poles to a hickory; thence S. 35° E. 18 poles to the Cotton Patch Road; thence with same, S. 53° W. 9 poles; S. 24° W. 11 poles to the beginning, containing 108.85 acres, more or less.

But included in the foregoing description, boundaries and acreage, is a 1-acre tract, more or less, in the Southeast corner of the above described tract conveyed to Harold Proctor and wife, Edna Mae Proctor, by deed from Earl Duffield and wife, Eunice A. Duffield, which deed has not been recorded, and said 1-acre tract is expressly excluded from this conveyance.

Being the same property conveyed to J. C. Woodard and wife, Elizabeth H. Woodard, by deed from W. R. Davenport et al, of record in Book 82, page 329, R. O. Cheatham County, Tenn., and of record in Book _____, page _____, of the R. O. for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of being and more effectually securing the payment of said ... note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, or any portion, as hereinafter provided, and for the further consideration of One Dollar, to us in hand paid, we, the said grantors, hereby do hereby transfer and convey unto C. C. Ellis, trustee, the following described real estate, situated in Davidson County, Tennessee, to-wit: [illegible] for the purpose aforesaid, said ... the said premises as hereby vested in trust all buildings thereon now, or to be hereafter erected on said property,

insured in some reliable fire insurance company or companies for at least the sum of $ 5050.00 with the usual loss thereto payable as their interest may appear, with the policy or policies to said Trustee for the benefit of the lawful owner and holder of said note, and to leave the same in force during the life of said note, and to deliver said policy to said owner and holder of said note, or its lawful agent, upon request; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note, may effect such insurance and pay the premium thereon, which we bind ourselves to repay on demand, and the amount so paid shall be secured hereby, and bear interest from the date of payment. Should we, or any of us, fail to pay said note, or any portion thereof, when due, or should we fail to pay any taxes or assessments when due, or should we fail to keep said premises insured as herein provided, or should we fail to perform any of the terms of this trust conveyance, then, and in any of such events, the whole of said indebtedness shall, at the option of the holder of said note, become due and payable, and this trust conveyance may be foreclosed at once, and the said Trustee, or his successor in this trust, is authorized and empowered to take possession of said premises, if he deems it necessary, and rent the same, and collect the rents therefrom, and apply the same, after the payment of all proper charges and expenses, including a reasonable attorney's fee for conducting such sale or defending or prosecuting any litigation in connection therewith, to the payment of said indebtedness, first to the interest thereon, and the balance to the principal thereof, as the owner and holder of said note may elect; and the said Trustee, or his successor in this trust, is authorized and empowered, after having first given notice of the time, place and terms of sale by publishing a notice thereof once a week for four consecutive weeks in some newspaper published in Davidson County, Tennessee, to sell the said property at the Courthouse door in Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, and to make to the purchaser or purchasers a good and sufficient deed to the property so sold. The recitals in the deed of the facts showing a sale hereunder made by the Trustee or his successor in this trust shall be sufficient evidence of the truth of such facts, and no subsequent purchaser shall be required to look to the application of the purchase money. Out of the proceeds of such sale the Trustee or his successor in this trust shall pay all costs and charges of advertising and selling, and all taxes and assessments that may be unpaid on said property, and the balance of said proceeds shall be paid to the owner and holder of said note, or its lawful agent, and the Trustee or his successor in this trust shall not be required to see to the application of said purchase money. The grantors hereby bind themselves, their heirs and assigns, to warrant and forever defend the title to said property to the said Trustee, his successor in this trust, and to the purchaser or purchasers thereof, against the lawful claims of all persons whomsoever. The grantors may bid at any sale hereunder. In the event of the death, inability or refusal of the said Trustee, or his successor in this trust, to act, then the owner and holder of said note may appoint a successor Trustee, who shall succeed to all the rights, powers and duties of the said Trustee, or his successor in this trust, hereunder, without the necessity of any action by any court in connection therewith. The grantors hereby bind themselves, their heirs and assigns, to pay all costs and expenses, including a reasonable attorney's fee, incurred by the said Trustee, or his successor in this trust, in connection with the execution of this trust, whether the same be incurred in connection with a sale hereunder or not. The grantors hereby waive and release all rights of homestead in the property hereby conveyed as against the debt hereby secured, and all rights of dower and curtesy therein.

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