receipt of which is hereby acknowledged, and as a part of the consideration, the grantees herein assume and agree to pay the remaining unpaid balances of two notes executed by James E. Horton and wife, to Commerce Union Bank, dated June 1, 1949, the first being for the original amount of $6,000.00, with interest at 4½ per annum, both principal and interest payable $33.36 monthly, and secured by deed of trust of record in Book 1707, page 99, said Register's Office, and the second for the original amount of $1,150.00, with interest at 4% per annum, both principal and interest payable $6.98 monthly, and secured by deed of trust of record in Book 1707, page 93, Register's Office for Davidson County, Tennessee, and the grantees herein have executed their one joint, principal note, of even date herewith, for the sum of $500.00, due May 1, 1956, with interest at 6% per annum, - - -

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees if the same is expressly retained on the deed herein conveyed,

I, Letha Jennings Horton, unmarried,

hereinafter called the grantor, have this day bargained and sold, and do hereby bargain and convey unto

Allen L. Bradford and wife, Margaret L. Bradford,

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

Being Lot No. 36 on the Map of Stardust Acres, as of record in Book 1424, page 92, Register's Office for said County.

Said Lot fronts 60 feet on the southerly side of Venus Drive and runs back between parallel lines 170 feet to a dead line.

Being property vested in Letha Jennings Horton by deed from Westbrook Homes, Inc., of record in Book 1725, page 93, said Register's Office, and by decree of divorce of record in Min. Book 73, page 166, of the 2nd Circuit Court, a certified copy of which is of record in Book 2107, page 364, said Register's Office.

Said property is conveyed subject to restrictions of record in Book 1632, page 1, said Register's Office.

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 better and more effectually securing the payment of said first note, and reducing unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, or the interest, as hereinafter provided, and for the consideration of one dollar to us in hand paid, we, the said grantees herein do hereby transfer and convey unto L. M. Nelson, Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property,

insured for some reliable fire insurance company or companies for at least the sum of insurable value, the policy or policies therein covered are to be held by the said Trustee, 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, or any installment thereof, and in default of our so doing, the said Trustee or the lawful owner and holder of said note, or any of them, may cause said property to be insured in such amount as he or they may see fit, at our cost, and we do hereby bind ourselves to pay all premiums on said insurance promptly when due; and in case we fail to do either, then the said Trustee or the lawful owner and holder of said note, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured hereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their tenor and effect, then this deed shall be void; but upon default in the payment, when due, of principal or interest on said notes or any part thereof, or in the failure to keep said property insured as herein provided, or in the failure to pay any taxes or assessments when due, or in the failure to perform any other covenant herein contained, or in the failure to pay any sum of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said property insured as herein provided, we fail to authorize the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of said payment, this trust conveyance shall remain in full force and effect; but if default be made in the payment of any one of said notes when due, and such default continues for thirty days, or if default be made in the performance of any other of the terms, conditions or covenants herein contained, and such default continues for thirty days after written notice thereof has been given to us, the said grantees, or the assignee of the debt, then, in that event, the whole of said principal indebtedness, with interest thereon, shall, at the option of the said Trustee or the lawful owner and holder of said notes, become due and payable, and the said Trustee or his successor is hereby authorized and empowered, upon giving thirty days' notice by three publications in some newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the said property hereinbefore described at the front door of the County 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 is hereby authorized to execute and deliver a deed to the purchaser. The Trustee may hold at any time adjourn the aforesaid sale by announcement at the time and place appointed for such sale; and he may sell such property in parcels or en masse as he may deem best. The Trustee shall not be required to take possession of said property prior to the day of sale, but may do so at any time after default in the payment of any one of said notes, and may take possession of said property, until the equity of redemption shall be fully foreclosed, without being responsible for any waste committed on said property by any party other than himself. We further agree that in the event the Trustee, pursuant to the authority herein conferred, forecloses this deed of trust, the purchaser shall be entitled to immediate possession, and we hereby agree to vacate and deliver the premises to the Trustee or such purchaser, and in case of our failure to do so, we hereby authorize the Trustee or such purchaser to enter upon said premises and remove all persons and property therefrom, using such force as may be necessary to accomplish the same, without being guilty of any trespass or other wrong. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

18 May 1956

FULL RELEASE