K 2630



**DEED OF TRUST — TENNESSEE TITLE COMPANY**

For and in Consideration of One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, I, John H. Johnson, a single person have this day bargained and sold, and do hereby transfer and convey, to John F. Killebrew Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

Land in Davidson County, Tennessee, being the northerly 33-1/3 feet of Lot No. 7 in M. W. Wetmore's Second Addition to Edgefield, now East Nashville, as per plan of said addition registered in Book 11, page 295, of the Register's Office for said County.
Said part of Lot No. 7 is described as follows:-
Beginning at the northeastern corner of said Lot No. 7 running westwardly with the northern line of said Lot No. 7, 210 feet to an alley; thence South with said alley 33-1/3 feet; thence eastwardly at a right angle to said alley 210 feet to North First Street; thence with the westerly line of said Street 33-1/3 feet northwardly to the beginning.
Being the same real property conveyed to John H. Johnson by deed from P. E. Gordon, dated March 1, 1930, filed March 1, 1930, of record in Book 854, page 232, said Register's Office.

To Have and to Hold said property to the said John F. Killebrew Trustee, and his successor in trust, forever. I covenant that I am lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. I further covenant and bind myself, my heirs and representatives, to warrant and defend the title to said property to the said John F. Killebrew Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.
But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure the payment by John H. Johnson, to Harold Huggins of the sum of $1,114.44, evidenced by his promissory note of even date herewith, in the sum of $1,114.44, bearing interest at the rate of 6% per annum, payable to the order of Harold Huggins, in installments as follows: $50.00 on the 25th day of August 1957 and $50.00 on the 25th day of each month thereafter up to and including May 25, 1959 and the balance on June 25, 1959. Each payment shall be applied first to the interest and then to principal.

Now if John H. Johnson shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if he fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 30 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. I agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And I agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. I agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case I fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:
First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

23 Aug 1960

FULL RELEASE

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