For and in Consideration of One Dollar to ME paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Mary Bell Beatty

have this day bargained and sold, and do hereby transfer and convey, to Emmett H. Proctor Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:
Being Lot No. 11 on the Plan of Bransford Realty Company's Subdivision of Holman and Clark's Subdivision, of certain lots in the Boyd McNairy Tract, as of record in Book 421, page 90, Register's Office for said County.

Said Lot No. 11 fronts 35.5 feet on the northerly side of McHarry Boulevard, formerly Heffernan Street, and runs back 176 feet on the westerly line and 176.4 feet on the easterly line to an alley, measuring 35.5 feet thereon.

Being the same property conveyed to Mary Bell Beatty by deed from James S. Dodson, of record in Deed Book 1539, page 391, said Register's Office.

To Have and to Hold said property to the said Emmett H. Proctor, 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 Emmett H. Proctor 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 of one note of even date herewith in the principal sum of $2700.00. Said note is payable to the order of "MYSELF", executed by and endorsed by Mary Bell Beatty and delivered to the lender for the purpose of borrowing a like sum of money. Said note is payable at the rate of $30.00 per month, beginning on July 23, 1959, andmonthly thereafter for a like amount until paid in full. Said payments include interest at the rate of 6% per annum, applied first to interest and the remainder to principal.

Now if I, Mary Bell Beatty 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 I 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 20 days' notice, by 3 weekly publication in any 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 $ 2700.00 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.

FULL RELEASE

Witness E. P. Wilson 13th Feb 1960
E. P. Wilson DEPUTY REGISTER
D. P. Hamilton

FULL RELEASE FULL RELEASE

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