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premises, and it is further agreed that in case any litigation of any kind arises other than by virtue of the enforcement of this trust, which involves in any way the aforesaid debt, property, or this deed of trust, by whomsoever instituted, the party of the first part shall pay all court costs and reasonable attorney's fees incurred therein by said party of the second part or his successors and such costs and fees shall be a lien on said property.

It is further agreed that should any default be made in the payment of principal or interest or in the performance of any of the terms or covenants of this instrument, when the same becomes payable or at the time of performance has arrived, as herein provided, and should such default or any part thereof continue or any sum remain unpaid for the period of thirty days, then all the remainder of the aforesaid principal sum, with all arrearages of interest, taxes, assessments, insurance premiums and other sums paid pursuant to the provisions thereof, shall, at the option of said party of the third part, its successors and assigns, become immediately payable and this instrument or deed of trust may be foreclosed in the manner and upon the terms hereinabove set out, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a wavier of the right to exercise the same at any other time.

In case of sale under this deed of trust the proceeds shall be applied:

First: To pay all the costs and charges of executing this trust, including a trustee's fee of 5% and attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second: To pay the debt secured herein, or any balance thereon then remaining unpaid.

Third: The residue to be paid to the party of the first part, or order.

It is further specifically agreed that time is of the essence of this contract, and that no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time thereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

If, during the term of this deed of trust or any renewal thereof, the party of the first part shall execute any instrument of conveyance, creating any lien on the property herein described, without the written consent of the party of the third part, then at the option of said party of the third part, or the lawful owner and holder of the note herein secured, the entire balance of said indebtedness, principal and interest, shall immediately become due and payable and the right of foreclosure as herein provided, shall immediately accrue.

Should Louis Leftwich, Jr., Trustee, party of the second part, be unable to execute the foregoing trust, because of death, disability, resignation, or any other cause, the Secretary of the Fidelity Federal Savings & Loan Association of Nashville, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all the liabilities as Trustee as provided in this instrument, and it is further expressly agreed that the party of the third part in any event, is hereby authorized at its option, to appoint in writing a substitute trustee to act instead of the Trustee named herein, and to appoint other substitute Trustees successively, during the life of this loan, each of whom shall have and succeed to all the rights and powers of the first Trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said party of the first part and all persons holding under him shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed by said party of the first part that the said party of the second part or his successors, may execute the power of sale herein and all other powers and rights without giving bond or taking oath.

Wherever in this instrument a pronoun is used it shall be construed to represent and embrace either masculine, feminine or neuter gender, and singular and plural, as the case may demand.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

The party of the first part takes notice that under an Act of Congress known as the Home Owners Loan Act of 1933, all borrowers from the Fidelity Federal Savings & Loan Association of Nashville, shall be deemed and held to be members thereof, and entitled to one vote at any regular or special meeting of the members of said Association, and said party of the first part hereby accepts and agrees to abide by, and conform to said Act of Congress, the rules and regulations of the Federal Home Loan Bank Board prescribed thereunder, the charter and by-laws of the Association, and the rules and regulations of the Board of Directors of the Association now in force, or as they may hereafter be changed or amended.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand this 20th day of July, 1959

Russell Dorris
Russell Dorris

Billie H. Dorris

Billie H. Dorris

PG 521