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the provisions hereof, shall, at the option of said Association, its successors and assigns, become immediately payable thereafter, 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 waiver of the right to exercise the same at any other time.

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 expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereon then remaining unpaid.

Third—The residue to be paid to Harold E. Clark and wife, Mary S. Clark or order.

The property herein conveyed cannot be further encumbered except upon the written consent and approval of the Association, its successors or assigns, and in the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the grantor, the Association, its successors and assigns, may, without notice to the grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the grantor without in any way vitiating or discharging the grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Association or its assigns and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Association and applied upon the debt, and the Association is hereby empowered in the name of the grantor or the grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

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 grantor or grantors shall execute any instrument of conveyance creating any lien on the property herein described, without the written consent and approval of the Association, then, at the option of the Association, or the lawful owner and holder of the indebtedness 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 the said E. A. Goodlce, Trustee, be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, his successor, or successors in office who is Executive Vice President of the Home 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.

The grantors further agree that should such sale be made by the Trustee, he need not personally attend and conduct the same but at his option, he may have the sale conducted by an agent or attorney selected by him.

It is further expressly provided that the Association, 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, and such Trustee shall each and all succeed to all of 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 grantor or grantors and all persons holding under him or them 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 grantor or grantors that the said Trustee, or his successor, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

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

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

The grantors take notice that under an Act of Congress known as the Home Owners Loan Act of 1933, all borrowers from the Association 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 grantors hereby accept and agree 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, we have hereunto signed our names this 20th day of July, 1959

Harold E. Clark

Mary S. Clark

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