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For and in Consideration of One Dollar to Us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, We, D. E. Mallernee, Jr., and wife, Mary Long Mallernee have this day bargained and sold, and do hereby transfer and convey, to Mary C. Mammarelli 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 East part of Lot No. 2, part of Lot No. 3 and part of Lot No. 4 on the Map of the lands of W. H. Broadwell of record in Book 475, page 462, Register's Office for said County, and described according to a copy of a survey thereof made by H.B.Fowlkes, Surveyor, in June 1945, as follows:

Beginning at a stone, the southwest corner of the Billy Hill Tract; running thence North 89° 30' West 726 feet to a point in the turn of the Old Hill Road; thence North 29° West 59.4 feet; thence North 21° West 39.6 feet to an iron spike in the approximate center of the new Hill Road; running thence with the meanderings of said new Hill Road, as follows: North 40° 45' West 57.6 feet, North 35° 45' West 50 feet, North 33° 50' West 50 feet, North 35° West 51 feet to an iron spike; thence North 44° 45' West 100 feet; thence North 61° 45' West 100 feet; thence North 76° 15' West 100 feet; thence North 83° 20' West 100 feet; thence North 82° 10' West 100 feet; thence North 78° 20' West 100 feet; thence North 75° 50' West 100 feet; thence North 77° 45' West 100 feet; thence North 82° 30' West 78 feet to J. G. Douglas's northwest corner; thence North 2° East 35 feet to a point in the center of the Old Hill Road; thence with the meanderings of the Old Hill Road, South 86° 30' East 163 feet, South 82° East 92.7 feet, South 45° East 125 feet, South 86° 10' East 100 feet; South 86° 20' East 100 Feet; South 78° 15' East 160 feet, South 62° East 100 feet; thence South 50° 15' East 45 feet to a point in the center line of the Old Hill Road; thence North 363 feet to an iron pipe; in inner corner of Edmund W. Boyce's property; thence South 87° East, with Boyce's south line and the south line of the W. E. Broadwell property, 951 feet to Broadwell's Southeast corner at an iron pipe; thence South 3° 30' West 631.95 feet to the point of beginning, containing * 14 acres, more or less.

To Have and to Hold said property to the said Mary C. Mammarelli Trustee, and his successor in trust, forever. We covenant that we are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. Except for Deed of Trust Book 2685 We further covenant and bind ourselves and our heirs and representatives, to warrant and defend the title to said property to the said Mary C. Mammarelli 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 our one promissory note of even date herewith in the principal sum of $ 40,000.00. Said note is payable to R. W. Steltemier in monthly installments as follows, namely: On the 4th day of February 1960 the sum of $ 204.16 and thereafter a like amount on or before the 4th day of each succeeding month. Payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

MALLERNEE

Now if We, D.E. MALLERNEE, JR., AND WIFE, MARY LONG shall pay the sum S aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum S of money when due as aforesaid, or any part of said sum S, 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 4 publication in any daily or weekly nespaper 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. We 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 we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ 40,000.00 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. We 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 we 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.

* 14 acres, more or less. Being the same property conveyed to D. E. Mallernee Jr., and wife, Mary Long Mallernee, by deed from Mallernee Realty Company, Inc., of record in Book 2797, page 233, Register's Office for Davidson County, Tennessee.

I declare that I am the owner and holder of the claim secured by the instrument within mentioned. I agree to [illegible] and discharge of the same. To secure the [illegible] 3 May 1963

FULL RELEASE

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