FORM 1059

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and to secure the payment of one certain promissory note of even date herewith executed by the undersigned payable to the order of Commercial Credit Company, of Nashville, Tennessee, in the principal sum of [illegible] Dollars ($[illegible]), payable to the Commercial Credit Office for Davidson County, Tennessee, in [illegible] consecutive monthly installments of [illegible] Dollars ($[illegible]) each, the first of said installments payable on or before [illegible] and the remaining installments payable on the same day of each month thereafter until paid, bearing interest at the rate of [illegible] per cent ([illegible]%) per annum from maturity, and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Walton H. Smith and wife, Frances Smith,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Bobby L. Conquest and wife, Joyce Ann Conquest,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, to-wit:

Being Lot No. 66 on the Plan of Aldrich Heights, Section Three, as of record in Book 2838, Page 49, Register's Office for said County,

Said Lot No. 66 fronts 80 feet on the westerly margin of Capps Drive and extends back between lines 271.7 feet on the southerly line and 278.5 feet on the northerly line to a rear line on which it measures 157.8 feet.

Being the same property conveyed to Walton H. Smith and wife, Frances Smith, by deed from Woodbine Homes, Incorporated, of record in Book 2878, page 219, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, unto the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate as an estate in fee simple, have a good right to convey it, and that the same is unincumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said note, and providing payment of attorney's fees, the creditor for the enforcement of said lien in the event of the non-payment of said note, or any portion of it, when due, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein, do hereby transfer and convey unto [illegible] Trustee, his successor and assigns, for the benefit of the holder thereof, the above described property, with the appurtenances, for the purposes aforesaid, and we, the said grantors do hereby covenant to and with the said Trustee, his successor and assigns, that we are lawfully seized in fee simple of the aforesaid real estate; that the same is unincumbered; that we have a good right to convey the same; and that we will warrant and forever defend the title to the same against the lawful claims of all persons whomsoever.

PROVIDED, however, that if we, our heirs or assigns, shall pay the said note, principal and interest, and attorney's fees, if any, and all other indebtedness secured hereby, as the same shall become due and payable, and shall perform all the covenants and conditions of this deed of trust, then this deed of trust shall be void; otherwise it shall remain in full force and effect.

Witness our hand this [illegible] day of [illegible], 19[illegible].

[illegible]

[illegible]