K 3677

[illegible] DEED OF TRUST [illegible] Davidson CO., Tenn.

[illegible] AND [illegible] ($ [illegible]) DOLLARS
[illegible] $250.00 [illegible] and for the
[illegible] have [illegible] Farrwith in the
[illegible] from $250.00 [illegible] A. L. P. Evans and Clao Evans, 90 days from
date thereof without interest.

and providing for release of [illegible] upon 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, A. L. P. Evans and wife, Clao Evans,

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

Lether L. Stewart

hereinafter called grantee, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Fourth Civil District of Davidson County, Tennessee, bound and described as follows:

Beginning at a red oak at a common corner of the lands of Weathers, Tillman and Evans; thence northerly 26 poles to a stone; thence westerly 29 poles to a stone; thence southerly 4 poles and 10 feet to an iron pin; thence easterly 41 poles to the beginning and being bound on the north by Tillman; on the West by Lynch; on the South by Weathers and on the east by Tillman, and containing 2 acres more or less.

Being part of the same property conveyed to A. L. P. Evans and Clao Evans by deed from Ray Hamilton, Tolbert Hamilton and Elmer Hamilton, of record in Book 2138, page 205, Book 2140, page 217 and in Book 2153, page 373, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real 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 grantee, 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 promissory note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said promissory note, at maturity, as hereinbefore provided, and for the consideration of one dollar, to us in hand paid, the said grantors hereby do hereby sell and convey unto Clarence O. Ingram, Trustee, his successor and assigns, the said real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose aforesaid, only. We, the said grantors do hereby covenant to keep all buildings now or hereafter erected on said property insured in some reliable fire insurance company in companies for at least the sum of $ [illegible] in value, the policy or policies to be held by the said Trustee, for the benefit of the lawful owner and holder of said note, as his interest may appear, until the same is fully paid, and to have the loss, if any, made payable to the said Trustee for the benefit of the lawful owner and holder of said note, as his interest may appear, and to deliver said policy or policies to the said Trustee, and to keep the buildings on said property in good repair and preservation, and to pay all taxes and assessments promptly before the same become delinquent. We further covenant that if default be made in the payment of any of the said installments of principal or interest, or any part of the indebtedness secured hereby, or if default be made in the performance of any of the covenants or agreements herein contained, or if we should sell or convey the said property without the written consent of the said Trustee, or the lawful owner and holder of said note, or if we should fail to pay any taxes or assessments against said property before the same become delinquent, or if we should fail to keep the buildings on said property insured as herein provided, or if we should fail to deliver the policy or policies of insurance to the said Trustee, or the lawful owner and holder of said note, at least ten days before the expiration of any policy, or if we should fail to keep the buildings on said property in good repair and preservation, or if we should fail to pay any taxes or assessments against said property before the same become delinquent, then in any of said events, the whole of said principal indebtedness, together with the interest thereon, shall at once become due and payable at the option of the said Trustee, or the lawful owner and holder of said note, and this conveyance shall remain in full force and effect as a mortgage, and may be foreclosed as such at the option of the said Trustee, or the lawful owner and holder of said note, and in case suit is brought to foreclose this conveyance, we promise to pay all costs of collection, including a reasonable attorney's fee, and the amount thereof shall be secured hereby. Should the said Trustee fail, refuse or be unable to act, or should he die, resign or remove from said county before the execution of the trust herein created, then the lawful owner and holder of said note may appoint a successor Trustee, and the title, powers and duties conferred and imposed upon the said Trustee herein shall be fully vested in the successor Trustee appointed hereunder. The said Trustee may at any time after default, or after the said note matures, enter upon and take possession of said property, or any part thereof, in the name of all the parties hereto, and collect the rents, issues and profits therefrom, and apply the same, after the payment of all charges and expenses, on account of the indebtedness hereby secured, in such manner as the lawful owner and holder of said note may direct. The said Trustee may, at any time after default, or after the said note matures, sell the said property, or any part thereof, at the courthouse door in said county, at public outcry, to the highest bidder for cash, after having first given twenty days notice of the time, place and terms of such sale by three publications in some newspaper published in said county, the first of which publications shall be made at least twenty days before the day of sale, and the last of which publications shall be made at least five days before the day of sale, and upon such sale the said Trustee may execute and deliver to the purchaser a deed to the property so sold. The said Trustee may, at his option, sell the said property in parcels, or as an entirety, and may adjourn any sale made hereunder from time to time by announcement at the time and place appointed for such sale or for such adjourned sale. The said Trustee shall apply the proceeds of any sale made hereunder as follows: First, to the payment of all costs and charges of this trust, including a reasonable attorney's fee to be fixed by the Trustee; second, to the payment of the indebtedness secured hereby, whether matured or unmatured, with interest to the date of sale; and third, the balance, if any, to the grantors, their heirs or assigns, upon surrender to the purchaser of the note or notes evidencing the indebtedness secured hereby. In case the said Trustee shall sell under the terms hereof, the grantors, or anyone claiming under them, shall forthwith surrender and deliver up possession of said property to the purchaser at such sale, and in case of their failure to do so, they shall be treated as tenants holding over unlawfully after the expiration of a term of years, and may be dispossessed by the usual proceedings in the General Sessions Court of said county, or any other court having jurisdiction. The said Trustee may purchase at any sale hereunder. The said Trustee shall not be liable except for his own gross negligence or willful misconduct, and may rely in good faith on any instrument of assignment believed by him to be genuine. He shall have the right to employ counsel in the event any question arises regarding the performance of his duties hereunder, and the fees of such counsel shall be secured hereby. The said Trustee may resign at any time upon giving thirty days notice to the lawful owner and holder of said note. All rights and remedies stipulated for the said Trustee herein shall inure to and bind his successors in office. The word "grantors" shall include all the parties executing this conveyance, and all their covenants and agreements shall be joint and several. The word "note" shall include all the notes evidencing the indebtedness secured hereby. The word "Trustee" shall include any successor Trustee. The word "grantee" shall include any purchaser or purchasers under any deed executed by the Trustee pursuant to the provisions hereof. The word "lawful owner and holder of said note" shall include any pledgee of said note, and any party to whom said note may be hypothecated as collateral security. The word "person" shall include corporation. The word "he" shall include "she" and "it". The word "his" shall include "her" and "its". The word "him" shall include "her" and "it". The word "they" shall include "he" and "she". The word "them" shall include "her" and "it". The word "their" shall include "her" and "its". The word "theirs" shall include "hers" and "its". The word "himself" shall include "herself" and "itself". The word "themselves" shall include "herself" and "itself". The word "whereof" shall include "whereof". The word "whereby" shall include "whereby". The word "wherein" shall include "wherein". The word "whereon" shall include "whereon". The word "whereto" shall include "whereto". The word "whereunto" shall include "whereunto". The word "whereupon" shall include "whereupon". The word "wherewith" shall include "wherewith". The word "wherewithal" shall include "wherewithal". The word "whereabouts" shall include "whereabouts". The word "whereafter" shall include "whereafter". The word "whereinafter" shall include "whereinafter". The word "whereinbefore" shall include "whereinbefore". The word "whereinto" shall include "whereinto". The word "whereinunto" shall include "whereinunto". The word "whereinupon" shall include "whereinupon". The word "whereinwith" shall include "whereinwith". The word "whereinwithal" shall include "whereinwithal". The word "whereinabouts" shall include "whereinabouts". The word "whereinafter" shall include "whereinafter". The word "whereinbefore" shall include "whereinbefore". The word "whereinto" shall include "whereinto". The word "whereinunto" shall include "whereinunto". 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