loss, except in the amount of that part of [illegible] which has been applied to the payment of the [illegible] 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises or any part thereof, or if Holder acquires the property otherwise after default, Holder shall, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, be entitled to have credited on the principal then owing on the note secured hereby the amount then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit on the last sums secured shall expire and the balance on the principal then remaining unpaid on the note secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof and in default thereof the Holder may pay same; and he will promptly deliver the official receipts therefor to said Holder.

5. Upon the request of the Holder, the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Holder for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. Grantor will continuously maintain hazard insurance, of such type or types and amounts as Holder may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of Paragraph 2 hereof, he will pay promptly when due any premiums therefor. In default thereof, the Holder may pay the same. All insurance shall be carried in companies approved by Holder and the policies and renewals thereof shall be held by Holder and have attached thereto loss payable clauses in favor of and in form acceptable to Holder. In event of loss he will give immediate notice by mail to Holder, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Holder instead of to Grantor and Holder jointly. The insurance proceeds, or any part thereof, may be applied by Holder at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all interest of Grantor in and to any insurance policies shall pass to the purchaser.

7. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

8. He will not commit or suffer waste or deterioration of said property. If Grantor fails to keep buildings and other improvements now or hereafter on said premises in good repair, Holder may make such repairs as may reasonably be deemed necessary for the proper preservation thereof. Any sums paid therefor shall bear interest from date of payment at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be secured hereby.

9. If either Trustee or Holder shall become a party to any suit or proceeding at law or in equity in reference to its interest in the premises herein conveyed, the reasonable costs, charges and attorney's fees in such suit or proceeding shall be added to the principal sum then owing by Grantor and shall be secured by this instrument.

10. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

When all obligations under this Deed of Trust and the note or notes secured hereby have been discharged in full, the Holder shall deliver to the Grantor a legally sufficient release of the lien of this Deed of Trust together with said note or notes duly cancelled.

In event of Grantor's failure to discharge fully and promptly each and every obligation of the note or notes secured, and of this Deed of Trust, the entire indebtedness and all of said obligations secured, shall, at the option of the Holder, become immediately due and collectible without notice, and the Trustee is hereby authorized to advertise the property above described once each week for four consecutive weeks, giving notice of the time and date of sale, which shall not be less than 21 days after the date of publication of such notice, and of the terms of sale, in a newspaper published in the county in which said property is situated, and to sell said property [illegible] pursuant to Sections 7706, 7705, 7709, and 7707 of Williams Tennessee Code Annotated, and Chapter 126, Public Acts of Tennessee 1943, and subsequent amendments thereto, at the [illegible] Section [illegible] of the Courthouse of said County, to the highest bidder for cash, free from the equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived.

[illegible]

[illegible]

In the event of default, foreclosure, and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows: First, to pay the expenses of executing this trust, and all attorneys' fees and court costs, and all amounts advanced or expenses incurred by the Holder for the account of the Grantor, with interest thereon; second, to pay the debt secured by this instrument; third, to reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and last, to pay the balance, if any, to the Grantor upon delivery and surrender to the purchaser of possession of the property, less the expense of obtaining possession.

Holder is hereby empowered to replace the Trustee herein named, or any successor Trustee hereafter substituted, by executing and filing for record in the Register's Office of the county in which the property is situated an instrument appointing a successor Trustee. The successor Trustee so appointed shall thereby become vested with title to said property for all of the purposes of this Deed of Trust and become clothed with all of the powers, duties and obligations herein conferred upon the named Trustee.

Grantor shall retain possession of the property hereby conveyed until default under this Deed of Trust, or the note secured hereby; after such default, Trustee or Holder shall have the right to collect the rents, issues and profits of the property. In the event of such default, Trustee, in addition to the power of sale provided above, shall have the right to proceed in a court of equity to foreclose this Deed of Trust and shall be entitled to the appointment of a receiver to collect the rents, issues and profits of the property, pending such sale.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Holder" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the partIESof the first part haVE hereunto set THEIR hand(s) and seal(s) on the day and year first above written.

WARREN G. JOHNSON [SEAL]

Signed, sealed and delivered in presence of: [SEAL]

[SEAL]

CARRIE T. JOHNSON

[SEAL]

STATE OF TENNESSEE
COUNTY OF DAVIDSON } ss:

On this 23rd day of April 1965, before me personally appeared WARREN G. JOHNSON ET UX CARRIE T. JOHNSON to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Official Seal.

MARGARET KENNEDY / Official Title

My commission expires 11/14/67

STATE OF TENNESSEE

Deed of Trust

Trustee.

, 19

, Register.

D. R.