This deed was prepared by John B. Downey, Attorney.

**WARRANTY DEED** THIS FORM FURNISHED BY ATTORNEYS TITLE CO. Davidson Rd. BOOK 4093 PAGE 675

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| William H. Greene | Security Fed. S.&L. | 9D57500 |
| (NAME:) | (NAME:) | |
| Lot #14 Highland Park Drive | 500 Union Street | Map. 143-3 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tennessee | Nashville, Tennessee | Par. 12 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | PW |

**For and in consideration of the sum of** Ten ($10.00) and no/100 -------

---------- **DOLLARS**

the receipt of which is hereby acknowledged, cash in hand paid by William H. Greene and wife, Susan L. Greene, and other good and valuable consideration

Davidson Road Corporation, a Tennessee corporation, has ~~have~~ **bargained and sold, and by these presents do transfer and convey unto the said** William H. Greene and wife, Susan L. Greene,

their **heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:**

Being Lot No. 14 on the Plan of West Meade Highlands, Section 1, as of record in Book 3700 Pages 69 and 70, Register's Office for said County.

Said Lot No. 14 fronts 105 feet on the easterly side of Highland Park Drive and extends back between parallel lines 150 feet to a dead line.

Being part of the property conveyed to Davidson Road Corporation by deed from Joseph Martin, Sr., Trustee, of record in Book 3930, Page 192 said Register's Office.

This conveyance is subject to taxes for 1967 which have been prorated; the Plan of Record in Book 3700, Pages 69 and 70; and the restrictions of record in Book 4025, Page 420.




This is unimproved ( ) improved (X) property, known as ---------- (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Postal Zone)

**TO HAVE AND TO HOLD** the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seised and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, Davidson Road Corporation, a Tennessee Corporation, ~~Witness my hand this day of 19~~ has caused this instrument to be executed by its duly authorized officers, this the 13th day of January, 1967.

Miriam E. Downey, Sec. John B. Downey

Attest:
Miriam E. Downey, Secretary

Davidson Road Corporation
By:
John B. Downey, President

STATE OF TENNESSEE
Davidson County

BOOK 4093 PAGE 676

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____, Tennessee, this _____ day of _____ 19____.

Commission expires _____

_____
Notary Public

STATE OF TENNESSEE
Davidson County

Before me, Jo Ann Smith, a Notary Public within and for the State and County aforesaid, personally appeared J. B. Downey and Miriam E. Downey with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the President and Secretary respectively of the Davidson Road Corporation the within named bargainor, a corporation, and that (he) (they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said J. B. Downey as such President, and attesting the same by the said Miriam E. Downey as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee on this the 13th day of January, 1967.

My commission expires April 25, 1967

Jo Ann Smith
Notary Public

$1.10 ✓
$2.75

**WARRANTY DEED**

FROM
Davidson Road Corporation

TO
William H. Greene et ux

57266

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 16 1 42 PM '67
NOTED: BOOK 115 PAGE 610
RECORDING FEE 2.00
DEP. REG. _____

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

STATE TAX $ 4.25
PROBATE .50
TOTAL $ 4.75

PAID JAN 16 1967
R. E. MORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY
SECURITY FEDERAL SAVINGS & LOAN
SSOCIATION OF NASHVILLE
00 UNION STREET
ASHVILLE, TENNESSEE

2841

# DEED OF TRUST

BOOK 4093 PAGE 677

For the consideration of one dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the other considerations and for the purposes hereinafter mentioned, we William H. Greene and wife, Susan L. Greene have this day bargained and sold and do hereby sell, transfer and convey unto Everett A. Covington, Jr. as Trustee, and his successors in trust, and assigns, the following described real estate situated and lying in the city of Nashville in the Civil District of Davidson County, Tennessee, described as follows, towit:

Land in Davidson County, Tennessee, being Lot No. 14 on the plan of West Meade Highlands, Section 1, as of record in book 3700, pages 69 and 70, Register's Office for said County.

Said lot No. 14 fronts 105 feet on the easterly side of Highland Park Drive and extends back between parallel lines 150 feet to a dead line.

Being the same property conveyed to William H. Greene and wife, Susan L. Greene, by deed from Davidson Road Corporation, of record in book _____, page _____, said Register's Office.

together with all the privileges and appurtenances thereunto belonging, including but not limited to refrigerators, gas or electric stoves, all plumbing, heating and lighting fixtures and all other fixtures of every kind or character whether detachable or not, now or hereafter attached to or used in connection with said premises, and all rents, issues and profits which may arise or be had thereon or therefrom.

To have and to hold the same unto the said Everett A. Covington, Jr., Trustee, his successors in trust and assigns, forever. We covenant with the Trustee, his successors in trust and assigns, that we are lawfully seized and possessed of said real estate; that the same is unencumbered, and that we have a good and perfect right to convey the same.

We further covenant with the Trustee, his successors in trust and assigns, and bind ourselves, our heirs and legal representatives to warrant and forever defend the title to said real estate unto the said Trustee, his successors in trust and assigns against the lawful claims of all persons whomsoever.

But this conveyance is intended as a mortgage, or deed of trust, and is made for the express purpose of securing the payment of one certain promissory note of even date herewith which we have this day executed to, made payable to the order of and delivered to Security Federal Savings and Loan Association of Nashville, for the

principal sum of $26,250.00, with interest at the rate of Five % per annum and a service fee of One % per annum, computed monthly on the unpaid balance, as evidenced by a certain promissory note of even date herewith, which note provides for the payment of said principal, interest and service fee at the rate of $157.39 per month, to be applied first to interest and service fee on the unpaid balance of said note, and the remainder to the principal until said note is paid in full. Said note among other things providing that we shall pay, and we hereby agree to pay, a reasonable attorney's fee for the collection of said note if the same is placed in the hands of an attorney for collection and that we will pay all costs and expenses incurred or expended by the holder thereof, including attorney's fees, growing out of any litigation involving said note or the security given therefor. And the other terms and conditions of said note are herein incorporated by reference to said note.

And in order to more fully protect the security of this deed of trust, we do hereby covenant and agree as follows:

(1) That, together with and in addition to the monthly payments of principal, interest and service fee payable under the terms of the note secured hereby, we will pay to the said Association on the first day of each month until said note with interest and service fee is fully paid, the following sums:

(a) An installment of taxes and assessments levied or to be levied against the premises covered by this deed of trust, and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or storm in an amount or amounts and in a company or companies satisfactory to said Association, with loss thereunder payable to said Association. These installments shall be equal respectively to one-twelfth (1-12th) of the estimated premium or premiums for such insurance and for such taxes and assessments next due (as estimated by said Association) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments become delinquent. Said Association will hold the monthly payments in its hands to pay such premium or premiums and taxes and assessments before the same become delinquent,*

(b) All payments mentioned in subsection (a) above of this paragraph and other payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by us each month in a single payment to be applied by said Association to the following items in the order set forth: (I) taxes, special assessments, fire and storm insurance premiums; (II) service fee; (III) interest on the note secured hereby, and, (IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payments shall constitute an event of default under this deed of trust.

(2) If the total of the payments made by us under paragraph (1) preceding, shall exceed the amount of payments actually made by said Association for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by said Association on subsequent payments to be made by us. If, however, the monthly payments made by us under paragraph (1) preceding, shall not be sufficient to pay taxes and assessments and insurance premiums, as the case may be, when the same become due and payable, then we agree to pay to said Association any amount necessary to make up the deficiency, on or before the date when payments of such taxes, assessments or insurance premiums shall be due. If at any time we shall tender to said Association, in accordance with the provisions of the note hereby secured, full payment of the entire indebtedness represented thereby, said Association shall, in computing the amount of such indebtedness, credit to our account any balance remaining in the funds accumulated under the provisions of (a) of paragraph (1) above. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby or if said Association acquires the property otherwise after default, said Association shall apply, at the time of the commencement of foreclosure proceedings, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under (a) of paragraph (1) preceding, as a credit charge against the amount of principal then remaining unpaid under the note secured hereby.

(3) If, by reason of our failure to make said monthly payments provided in paragraph (1) (a) above, there shall be any taxes or assessments levied against said real estate that become delinquent, or if any of said insurance premiums are not paid when due, such taxes and assessments and insurance premiums may be paid by said Association, and when so paid shall become immediately due and payable by us to said Association, and shall become part of the debt herein secured, and shall bear interest at the rate of six percent from time of payment by said Association, which such interest is also herein and hereby secured.

(4) That if the premises conveyed hereby, or any part thereof, shall be damaged by fire or windstorm, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to said Association, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

(5) That if the trustee herein named, his successors or assigns, or said Association, or the holder of said note, shall become a party to any suit or proceeding at law or in equity in reference to the debt secured hereby or his or 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 us and such sum together with interest shall be secured by this instrument.

(6) We agree to pay all expenses incurred by said Association in securing any abstract or guaranty of title on said above described real estate and in the event of any litigation involving the real estate herein conveyed, any and all court costs, expenses and attorney's fees incurred and/or paid by said Association shall become a part of the debt herein secured and shall bear interest.

(7) We agree to keep all buildings and improvements now or hereafter on the above described premises in good repair and not to remove or demolish or permit the removal or demolition of any of said buildings or improvements, and should we fail to keep all buildings and improvements in good repair then said Association may make such repairs, and any sums expended in so doing by said Association together with interest from time of expenditure is herein and hereby secured.

(8) To further secure the payment of the note herein described, we hereby assign to said Association all rents, revenues and payments of every kind and character at any time accruing under or becoming payable on account of any and all rental contracts or leases affecting said property herein conveyed or that may hereafter come into existence covering the same, and said Association may, at its option, collect and receive the same as the same become due and payable, and all monies received by said Association by reason of this assignment shall be applied at the option of said Association upon any unpaid amounts of principal and interest, whether or not the same shall be due and payable.

(9) We further agree that in the event of a breach of any one of the foregoing covenants and agreements herein made by us, if said Association shall so elect, this deed of trust may, instead of being foreclosed by the Trustee under the powers herein vested, be foreclosed by appropriate proceedings instituted and prosecuted in any court of competent jurisdiction. And we further agree that when foreclosure proceedings are commenced, either by proceedings to advertise for sale the property herein conveyed in the way and manner hereinafter authorized or by filing suit to foreclose the same, any Court of competent jurisdiction, either in term time or vacation, is authorized to appoint a receiver to take charge of said property and/or to collect the rents and profits therefrom and to do and perform such other acts as may be required by order of the Court making the appointment, and any sums so collected by such receiver to be applied, under direction of the Court, first to the payment of all costs incident to such receivership, including attorney's fees, and the balance toward the payment of any judgment rendered or the amount found to be due upon foreclosure of this deed of trust.

* also, we agree to pay a sum equal to ¼ of one per centum of the amount of principal balance due as of the beginning of each anniversary date of this loan, which sum is more particularly to cover the renewal of mortgage guaranty insurance covering the mortgage executed by the undersigned, such failure to make such payment shall be considered a default, and all provisions of the note and mortgage with regard to default shall be applicable.

WMS SLJ

(10) Now, therefore, if we shall well and truly perform all the terms and conditions of this deed of trust, and of the note secured hereby, then this conveyance shall be null and void. If, however, we shall fail to perform any one of said terms and conditions, or if there shall be a default under this deed of trust, or under the note secured hereby, then all sums owing by us to said Association, or under the note secured hereby, shall immediately come due and payable at the option of said Association, and the Trustee herein named, or his successors in trust hereunder, is authorized to take full and complete possession of said real estate herein conveyed and after first advertising said real estate for twenty or more days by written or printed handbills to be posted up in said Civil District and at the Court House in the County where said real estate is situated, or by publication in some newspaper published in said county, or both, such notice of publication to give time, place and terms of sale, to sell said real estate for cash, or on such terms as said Trustee, or his successor hereunder, may deem proper, or for part cash and part credit, and free from homestead, dower courtesy, the equity of redemption, and all other rights or equities in us or any of us, or our heirs, legal representatives or creditors, all of which are hereby expressly waived, and to execute a deed conveying said real estate to any purchaser or purchasers, at any sale thereof hereunder, and such deed may contain all of the usual covenants and warranties, including seizen, right to convey, against encumbrance and warranty of title, which shall be binding upon us. And said Association or any subsequent holder or owner of said note may bid for and become the purchaser of said real estate at any sale thereof hereunder.

(11) We further agree that in case of sale hereunder we and all persons holding under us will at once become and be the tenant at will of the purchaser and will surrender possession thereof on demand. If such possession is not given, then we may be removed by a forcible and unlawful detainer action to which defense will not be made.

(12) Should the Trustee herein named, or his successor in trust, or any subsequent Trustee hereunder, die, resign, or refuse, fail, or be unable to act when action under this deed of trust is deemed necessary by said Association, then said Association is hereby authorized and empowered to appoint a substitute Trustee by written instrument acknowledged and filed for record in the Register's Office for the County where this instrument is recorded, and said substitute Trustee shall be vested with all the rights, title and powers and be charged with all the duties and obligations of the Trustee herein named.

(13) We agree that wherever in this deed of trust either we, or any one of us, said Association, and/or Trustee is named or referred to, such name or reference shall include the assigns, heirs, personal representatives, grantees, successors in office, or substitute, or either, as the case may be.

(14) In the event of sale hereunder the proceeds derived from said sale will be applied as follows: first, to pay all costs and expenses of executing this trust, including reasonable compensation to the Trustee hereunder, and any and all sums expended on account of costs of litigation, attorney's fees, taxes, assessments, insurance premiums, and any advances made or expenses incurred on account of the property sold with interest thereon, together with a reasonable attorney's fee for the services of any attorney in connection with the foreclosure of this deed of trust; second, to pay the debt hereby secured, including interest accrued thereon, as well as any other sums owing to said Association by us pursuant to the terms of this deed of trust, and the balance, if any, to us or our order.

(15) This deed of trust shall become due and payable forthwith at the option of the Association if we convey away said premises or if title thereto shall become vested in any other person, persons, corporation or association in any manner whatsoever; provided, the Association may waive this condition and consent to such transfer, however, such consent shall not release or alter in any manner the liability of us or anyone who has assumed this indebtedness, and any person, persons, corporation or association taking title to the security herein agrees to pay a reasonable fee as determined by the Board of Directors of said Association to cover the Association's expense in connection with such transfer.

(16) In the event of the passage after the date of this instrument of any law of the State of Tennessee deducting from the value of the land for purposes of taxation any lien thereon, or providing for or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby for state or local purposes or the manner of the collection of any such taxes, so as to affect the interest of the beneficiary, the whole sum secured by this instrument with interest thereon, at the option of the beneficiary, shall immediately become due, payable and collectible without notice to any party.

(17) No failure of said Association or any subsequent holder or owner of said note to exercise any option to declare the maturity of the debt hereby secured shall be taken or deemed as a waiver of the right to exercise such option as to any past or present default by us.

(18) When this mortgage or deed of trust and the note secured thereby shall have been fully paid in accordance with its terms, the deed of trust shall be released by the Association and we agree to pay all legal fees and expenses pertaining to such release.

(19) Whenever the masculine or feminine gender or the singular or plural number are used incorrectly in this instrument, the same shall be read and considered as if the proper gender and number, together with their relative pronouns, had been used according to the intent and purposes hereof.

In testimony whereof we have hereunto signed our names on this the 12th day of January, 1967.

William H. Greene

Susan G. Greene

BOOK 4093 PAGE 680

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Hugh J. Bradley, a Notary Public in and for said County and State, the within named

William H. Greene and Susan L. Greene

the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 12th day of January, 1967.

Hugh J. Bradley, Notary Public.

Commission Expires April 10, 1967.

STATE OF
COUNTY OF

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor , with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at , this day of , 19 .

, Notary Public.

Commission Expires .

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as

Witness my hand and seal, at office in

this day of

Notary Public

Commission Expires

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JAN 16 1967

STATE TAX $ 1.25
PROBATE 50
TOTAL $ 1.75

No. 2811 $26,250.00

DEED OF TRUST

from William H. Greene et ux

to Everett A. Covington, Jr. TRUSTEE SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

REGISTER'S OFFICE
State of Tennessee
County of
Received for record the day of A. D., 19
at O'clock M., and recorded in Book Page
Noted Book Page
Fee, By

57267
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
JAN 16 1 42 PM '67
NOTED: BOOK 11 PAGE 610
RECORDING FEE $ 4.50
DEP. REG.

Register
Deputy Register

650