Prepared by: Earl Thompson, Atty.
415 Nashville Trust Bldg.
Nashville, Tennessee.

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Deed of Trust

FOR AND IN CONSIDERATION of One Dollar to us *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* Donald E. Pitzer and wife, Barbara B. Pitzer ..... *have this day bargained and sold, and do hereby transfer and convey, to* Earl Thompson ..... *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson ..... *County, described as follows, to-wit:*

Being Lot No. 20 on the Plan of North Hill Estates, Section 2, as of record in Book 3700, page 51, Register's Office for said County.

Said Lot No. 20 fronts 125.19 feet on the easterly side of Spring Branch Drive, and extends back 310 feet on the northerly line and 237.1 feet on the southerly line, tc a line in the rear on which it measures 174.15 feet.

Being the same property conveyed to Donald E. Pitzer and wife, by deed from Thomas S. Burnette, Jr., and wife, of record in Book 4136, page 557, Register's Office for Davidson County, Tenn.

There is a prior deed of trust on the property above described, executed by Donald E. Pitzer and wife, to Charles Nelson, Trustee, of record in Book 4136, page 559, to secure Home Federal Savings and Loan Association. It is agreed that if we should default in the payments of the above deed of trust or violate any provision of said deed of trust, that such default or violation will create an additional right to foreclose on this present deed of trust to said credit union without notice or demand on the part of said credit union.

All of our household and kitchen furniture located on the premises above described will further secure this loan and a security agreement covering said personal property will be executed by us as a further security of the note and loan.

TO HAVE AND TO HOLD said property to the said Earl Thompson ..... *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 as hereinbefore set out.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and defend the title to said property to the said* Earl Thompson ..... *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 purposes, to-wit:

We acknowledge ourselves to be justly indebted both jointly and severally to Mid-State Educators Credit Union in the amount of Three Thousand Nine Hundred Ninety-one and 80/100 Dollars ($3,991.80) money we have this day received from it. Evidencing the same, we have executed and delivered our note as of this date in said sum which is payable in a term of five years with sixty monthly installments, the first of which being due on November 4, 1967, and a like installment on the fourth day of each consecutive succeeding month thereafter until the entire sum is paid. This conveyance is therefore made by su to better and more fully secure the payment of said note, any renewals, extensions, all costs of enforcement, and collection of the same. Included in each of the respective payments is interest, and all other charges, at the rate of 5½%.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ 20,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Undersigned further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee, or lawfull owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, 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 and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property.

In event of the death, absence, inability, or refusal to act of the said trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

Upon any 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, or in connection therewith as above provided.

Second:—To pay said debt, or any balance thereof then remaining unpaid.

Third:—The residue to be paid to grantors, or their order.

Witness our *hand* s *this* 17th *day of* October, *19* 67, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Donald E. Pitzer

X Barbara B Pitzer

ACKNOWLEDGMENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James A. Daugherty, *a Notary Public in and for said County and State, the within named* Donald E. Pitzer and wife, Barbara B. Pitzer, *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* 17th *day of* October, *19*67.

James A Daugherty *Notary Public.*

Commission expires 1/26/71

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* ....., *19*.....

..... *Notary Public*

Commission expires .....

(over for additional acknowledgments)

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DEED OF TRUST

FROM

DONALD E. PITZER, ET UX

TO

EARL THOMPSON, TRUSTEE

92793

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 18 11 52 AM '67

NOTED BOOK 117 PAGE 525

RECORDING FEE $ 6.00

DEP. REG. 1.00

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

MAIL TO:
MID-STATE EDUCATORS CREDIT UNION
P O BOX 1230 NASHVILLE TENN 37202

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

OCT 18 1967 PAID OCT 18 1967

STATE TAX $ 1.95
PROBATE $ .50
TOTAL $ 3.95

609