This Instrument Was Prepared By
DENNEY, LACKEY, CHERNAU & CASTLEMAN
218 Third Avenue North
Nashville, Tennessee 37201

DEED OF TRUST

THIS INDENTURE made this 6th day of March, 1969, between

PAUL M. DILLINGHAM AND WIFE, CATHERINE E. DILLINGHAM

of Davidson County, Tennessee, hereinafter called the party of the first part; Vaden Lackey, Jr., Trustee, of Davidson County, Tennessee, hereinafter called the party of the second part, and FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION of Nashville, a corporation organized and existing under an Act of Congress dated June 13, 1933, with its principal office in Nashville, Davidson County, Tennessee, hereinafter called the party of the third part.

WITNESSETH: That the party of the first part, in consideration of the debt and the trust hereinafter mentioned and created, and of the sum of One Dollar ($1.00) to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, sell, transfer and convey unto the party of the second part, his successors in trust, and assigns, forever, certain property situated in Davidson County, Tennessee, and being more particularly described as follows:

Tract No. 1: Land in the 3rd Civil District of Davidson County, Tennessee, described partly from a survey for F. Miles Ezell of a 32 acre tract on the northerly side of Elm Hill Pike, made by Ralph W. C. Lambert, Surveyor, dated May 24, 1961, as follows:

Beginning at an iron pin set in the easterly line of Lot No. 25 on the Plan of Lakeland, as of record in Book 2133, page 15, Register's Office for said County, said point being 14 feet southerly from a concrete monument which is set near the northeast corner of said Lot No. 25; thence north 88° 10' west 200 feet to an iron pin; thence north 0° 20' west 158 feet to an iron pin; thence south 88° 10' east 183 feet to a point in the easterly line of Lot No. 23 on the aforesaid plan of Lakeland; thence south 3° 25' west 142.2 feet to a point; thence south 49° 38' west 11.3 feet to the aforesaid concrete monument set near the northeast corner of Lot No. 25; thence south 2° 13' west along the easterly line of Lot No. 25, 14 feet to the point of beginning.

Tract No. 2: Being Lot No. 24 on the Plan of Lakeland, as of record in Book 2133, page 15, Register's Office for Davidson County, Tennessee.

Said Lot No. 24 fronts 113 feet on the easterly side of Emery Drive and runs back 223.8 feet on the northerly line and 226.4 feet on the southerly line, to a dead line on which it measures 113 feet.

Being the same property conveyed to Paul M. Dillingham and wife, Catherine E. Dillingham by deed from Margaret Miles Ezell and Katheryn L. (Love) Ezell, and joined by Katherine Love Ezell and F. Miles Ezell, Sr., as co-executors of the estate of John Wiley Ezell, Sr., of record in Book ____, page ____, said Register's Office.

Together with an easement for septic tank and overflow field in a strip of land to the rear of the above described property, granted parties of the first part by Estelle T. Ezell, by instrument of record in Book ____, page ____, said Register's Office.

MAR-7	MORT'G	14,000.00			
MAR-7 S'TAX			A*	12.00	
MAR-7 PR'FEE			A*	.50	
MAR-7	T'DEED		A*	6.00	* 18.50

with the hereditaments, privileges and appurtenances thereunto belonging, including all plumbing, heating, and lighting fixtures, door and window screens, shades and equipment, now or hereafter attached to or used in connection with said premises, and all the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD said property to the said party of the second part, his successors in trust, and assigns, forever. And the party of the first part covenants with the party of the second part, his successors in trust, and assigns, that he is lawfully seized of said property in fee simple; that the same is free and clear of all taxes, liens, and encumbrances whatsoever; that he has a good right, full power, and lawful authority to convey the same, and that he will warrant and forever defend the title thereto, against the lawful claims of any and all persons whomsoever.

This conveyance is made in trust, however, to secure the payment of the principal sum of $14,000.00 evidenced by a promissory note of even date herewith, executed by party of the second part, payable to party of the third part, with interest at the rate of 6½% per annum, and a service fee of 1% per annum, computed monthly on the unpaid balance, the term of said note being for a period of 20 years and _____ months from date.

The lien of this deed of trust shall be and remain security for not only the loan herein described, but also for such further sums of money as the party of the third part may advance to the party of the first part.

The lien of this deed of trust shall also be and remain security for any additional sums of money which may become owing by the party of the first part to the party of the third part at any time during the continuance of this deed of trust.

The party of the first part, in order more fully to protect the security of this deed of trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness in accordance with the terms of said promissory note. Privilege is reserved to pay the debt in whole or in part at any time, and interest and service fee will be charged only for the unpaid balance.

2. That he will, in addition to and at the time of the monthly payments on said note, pay to party of the third part a sum equal to the taxes and special assessments next due on the premises covered by this deed of trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the party of the third part) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become due, such sums to be held by the party of the third part in trust to pay said premiums, taxes and special assessments before the same become delinquent, and payments made by party of the first part shall first be applied to taxes, special assessments, fire and other hazard insurance premiums, secondly to interest and service fee on the note secured hereby, and thirdly to amortization of principal of the said note.

3. If the total of the payments made by party of the first part for premiums, taxes and special assessments shall exceed the amount of payments actually made by the party of the third part, such excess shall be credited on subsequent payments to be made by the party of the first part. If, however, such monthly payments for premiums, taxes and special assessments made by party of the first part shall not be sufficient, when the same shall become due and payable, then the party of the first part shall pay to the party of the third part any amount necessary to make up such deficiency, on or before the date when payment of such taxes, assessments or premiums shall be due. In the event party of the first part shall fail or neglect to make up said deficiency, party of the third part may make up such payment and add the amount paid to the balance of the principal indebtedness owing by party of the first part.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions and ground rents, whether levied or assessed upon the premises secured hereby and upon the interest of the third party therein, for which provision has not been made hereinabove, and that he will promptly deliver the official receipts therefor to the party of the third part, and in default thereof, the party of the third part shall have the right to pay same, and all sums so advanced shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when paid. The party of the third part shall also have the right to make any payment which the party of the first part should have made, and the party of the third part may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as the costs paid by the party of the third part, pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby, from the date when any such sums were paid.

5. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the party of the third part against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the party of the third part and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the party of the third part and the policies and renewals thereof shall be held by the party of the third part and have attached thereto loss payable clauses in favor of and in form acceptable to the party of the third part. In the event of loss he will give immediate notice by mail to the party of the third part, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the party of the third part instead of to the party of the first part and the party of the third part jointly, and the insurance proceeds, or any part thereof, may be applied by the party of the third part 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 right, title and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That he will maintain the premises in good repair and not commit or permit any damage or waste to the improvements or the premises, nor will he alter, destroy, or remove any improvements now on said premises without the written consent of party of the third part. Party of the third part may enter upon the premises for the purpose of inspecting the security herein given at any reasonable time and may effect any repairs necessary to preserve the improvements from damage, deterioration, exposure or waste, and the expense thereof shall be charged and added to the indebtedness and be treated as a part thereof.

7. That if either the party of the second part or the party of the third part 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 the party of the first part and shall be secured by this instrument.

8. That he will not sell, convey, transfer or further encumber said property, without the written consent of the party of the third part, and that in the event the ownership of the property hereby conveyed, or any part thereof, becomes vested in any person other than the party of the first part, said party of the third part, or the owner or holder of said note may deal with such successor or successors in interest with reference to this instrument and the debt hereby secured in the same manner as with the party of the first part, without in any way vitiating or destroying the liability of the party of the first part hereunder, or upon the debt hereby secured, and no sale of the property hereby conveyed and no forbearance on the part of the party of the third part or its assigns, and no extension of time for the payment of the debt hereby secured given by the party of the third part, or its assigns, shall operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in part.

9. That in the event said property, or any part thereof, is taken under the power of eminent domain, the entire award shall be paid to the party of the third part, and applied upon the debt hereby secured, and the party of the third part is hereby empowered in the name of the party of the first part, or his assigns, to receive and give acquittance for any such award or judgment, whether it be joint or several.

10. In the event any of the proceeds of this loan are to be used for construction on or improvements to the property herein described, party of the first part agrees to use diligence in making said improvements, and further agrees that party of the third part may inspect said construction or improvements. In the event said construction work should be abandoned or should not be performed in a reasonable manner, the entire balance of this loan, together with interest and service fee, shall become immediately due and payable at the option of party of the third part.

Now, if the party of the first part shall pay the full amount of the indebtedness hereby secured, when due, according to the terms of this instrument and said note, then this instrument is to be of no further force and effect, but if the party of the first part fails to pay said sum of money when due as aforesaid, or any part thereof, according to the terms above expressed, then upon such default this conveyance shall remain in full force and effect, and the said party of the second part, or his successors in trust, is hereby authorized and empowered upon giving twenty-one days' notice by three weekly publications in some newspaper published in Davidson County, Tennessee, to sell said property at the courthouse door in said County, to the highest bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said party of the second part, or his successor in trust, is authorized to make a deed to the purchaser. The party of the third part, or owner or holder of said note may bid at any sale under this conveyance.

It is agreed that said party of the second part, or his successors in trust, may at any time after default in any payment required to be made by the terms and conditions of the above described note or by the terms and conditions of this instrument, as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

In the event there shall be any default in the payments, terms, or provisions of a lien created by deed of trust or otherwise, including mechanics and materialmen's liens, having priority over this instrument, the entire indebtedness hereby secured shall immediately become due and payable, and the right of foreclosure as herein provided shall immediately accrue.

If foreclosure proceedings of any second mortgage or second deed of trust or any junior lien of any kind should be instituted, including any legal proceeding for the purpose of perfecting any junior lien, the party of the third part may, at its option, immediately declare its lien and the note which the same secures, due and payable, and start such proceedings as may be necessary to protect its interest.

It is further agreed that should any default be made in the payment of principal or interest or in the performance of any of the terms or covenants of this instrument, when the same becomes payable, or at the time of performance has arrived, as herein provided, and should such default or any part thereof continue or any sum remain unpaid, then all the remainder of the aforesaid principal sum, with all arrearages of interest, taxes, assessments, insurance premiums and other sums paid pursuant to the provisions thereof, shall, at the option of said party of the third part, its successors and assigns, become immediately payable and this instrument or deed of trust may be foreclosed in the manner and upon the terms hereinabove set out, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

In case of sale under this deed of trust the proceeds shall be applied:

First: To pay all the costs and charges of executing this trust, including a trustee's fee of 5% and attorney's fees and the expense of any litigation which may arise on account of the execution and enforcement of this trust.

Second: To pay the debt secured herein, or any balance thereon then remaining unpaid.

Third: The residue to be paid to the party of the first part, or order.

It is further specifically agreed that time is of the essence of this contract, and that no waiver of any obligation hereunder, or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

If, during the term of this deed of trust or any renewal thereof, the party of the first part shall execute any instrument of conveyance, creating any lien on the property herein described, without the written consent of the party of the third part, then at the option of said party of the third part, or the lawful owner and holder of the note herein secured, the entire balance of said indebtedness, principal and interest, shall immediately become due and payable and the right of foreclosure as herein provided, shall immediately accrue.

Should Vaden Lackey, Jr., Trustee, party of the second part, be unable to execute the foregoing trust, because of death, disability, resignation, or any other cause, the Secretary of the Fidelity Federal Savings & Loan Association of Nashville, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all the liabilities as Trustee as provided in this instrument, and it is further expressly agreed that the party of the third part in any event, is hereby authorized at its option, to appoint in writing a substitute trustee to act instead of the Trustee named herein, and to appoint other substitute Trustees successively, during the life of this loan, each of whom shall have and succeed to all the rights and powers of the first Trustee named herein.

In the event of a sale of said property under and by virtue of this trust, the said party of the first part and all persons holding under him shall be and become the tenants at will of the purchaser of the same, 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.

It is further agreed by said party of the first part that the said party of the second part or his successors, may execute the power of sale herein and all other powers and rights without giving bond or taking oath.

Wherever in this instrument a pronoun is used it shall be construed to represent and embrace either masculine, feminine or neuter gender, and singular and plural, as the case may demand.

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

The party of the first part takes notice that under an Act of Congress known as the Home Owners Loan Act of 1933, all borrowers from the Fidelity Federal Savings & Loan Association of Nashville, shall be deemed and held to be members thereof, and entitled to one vote at any regular or special meeting of the members of said Association, and said party of the first part hereby accepts and agrees to abide by, and conform to said Act of Congress, the rules and regulations of the Federal Home Loan Bank Board prescribed thereunder, the charter and by-laws of the Association, and the rules and regulations of the Board of Directors of the Association now in force, or as they may hereafter be changed or amended.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand this 6th day of March, 19 69.

Paul M. Dillingham

Catherine E. Dillingham

STATE OF TENNESSEE,
Davidson County.

Personally appeared before me, Robert W. Thurman, Jr., a Notary Public in and for said County and state, the within named Paul M. Dillingham and wife, Catherine E. Dillingham

the bargainorS., 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 6th day of March, 19 69

Robert W. Thurman, Jr. Notary Public

Commission Expires My Commission Expires AUGUST 9, 1970

STATE OF _____
_____ County.

Personally appeared before me, _____, 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 _____

CORPORATE ACKNOWLEDGEMENT
(For Use of Corporations Only)

STATE OF _____
COUNTY OF _____

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths acknowledged } { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____ Notary Public

A 33010

IDENTIF. REFERENCE

MAR 7 2 58 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEED OF TRUST

$14,000.00 No. 018527-9

PAUL M. DILLINGHAM ET UX,
CATHERINE E. DILLINGHAM

TO

VADEN LACKEY, JR., Trustee

FOR

Fidelity Federal Savings
& Loan Association
of Nashville