Deed of Trust

BOOK 4328 PAGE 155

FOR AND IN CONSIDERATION of One Dollar to us *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* we, George Pitt and wife, Mamie Pitt

have this day bargained and sold, and do hereby transfer and convey, to M. G. Ferguson, *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson *County, described as follows, to-wit:*

Land in Davidson County, Tennessee, being the south 34 feet of the North 74 feet of Lot No. 105 on the Map of David T. McGavock's Plan of Lots, as of record in Plan Book 10, page 608, Register's Office for said County.
Said part of said lot fronts 34 feet on the west side of 6th Avenue North, formerly High Street and runs back between parallel lines 175 feet to an alley.
Being property devised to George Pitts, as devisee under the Will of Arkia Batey Lyons, deceased, whose Will is of record in Will Book 82, page 287, Probate Court for Davidson County, Tennessee.

APR 24 68	MORTG	*1,427.00			
APR 24 68	TDEED		A*	3.00	* 3.00

This instrument was prepared by Citizens Savings Bank & Trust Company, 345 - 4th Avenue North, Nashville, Tennessee.

TO HAVE AND TO HOLD said property to the said M. G. Ferguson, *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.*

[illegible] our one monthly installment note,

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and defend the title to said property to the said* M. G. Ferguson, *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:

To secure the payment of our one monthly installment note, of even date herewith, in the amount of ONE THOUSAND FOUR HUNDRED TWENTY-SEVEN ($1,427.00) DOLLARS in favor of Citizens Savings Bank & Trust Company and payable $40.00 per month. Said payment includes both principal and interest at 6% plus ½% service fee to be credited first to interest on unpaid balance and the remaining sum to the principal amount.
The first of said installments falls due and becomes payable on the 23rd of May, 1969, and the succeeding payments on the 23rd day of each month until paid in full. The payment of $10.00 shall also be made each month to take care of taxes and insurance, making the total monthly payment $50.00.

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 $, 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 attorneys 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 lawful 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* 23rd *day of* April, *19* 69, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

George Pitt

Mamie Pitt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Benton B. Hare, *a Notary Public in and for said County and State,* George Pitt and wife, Mamie Pitt

the within named 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* 23rd *day of* April, *19* 69

Notary Public

Commission expires July 29, 1970

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 .....

DEED OF TRUST

FROM
George Pitt, et ux

TO
M. G. Ferguson, Trustee

A 38381

IDENTIF. REFERENCE

APR 24 10 36 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE