NEW OWNER: Mary Lloyd Pomeroy
544 Harding Pl.
Nashville, Tenn.

TAX BILLS - SAME.

Map 147-2
Par. 169

This Instrument Prepared By:
BERRY & BERRY, Attorneys at Law
Public Square, Franklin, Tennessee

BOOK 4380 PAGE 686

FOR AND IN CONSIDERATION of the sum of Twenty-nine Thousand Six Hundred and no/100 ($29,600.00) Dollars, paid and to be paid as follows: Seven Thousand Three Hundred Twenty-four and 77/100 ($7,324.77) Dollars in cash, the receipt of which is hereby acknowledged; Twelve Thousand Two Hundred Seventy-five and 23/100 ($12,275.23) Dollars by the assumption of trust deed held by Home Federal Savings & Loan Association of record in Book 3855, page 157, Register's Office of Davidson County, Tennessee; and for the remainder of Ten Thousand and no/100 ($10,000.00) Dollars grantee herein has this day executed her one promissory installment note in said amount, payable to grantor in annual installments of $1,000.00 each for a period of four years, with the final installment being in the amount of $6,000.00, together with interest at the rate of 8½% (eight and one-half percent) per annum, payable according to the tenor thereof, and to secure the payment of all of which a lien is expressly retained on the hereinafter described property; I, R. C. ALEXANDER, JR., have this day bargained and sold and do hereby transfer and convey unto MARY LLOYD POMEROY, her heirs and assigns, the following tract or parcel of land, as follows:

A certain tract or parcel of land in Davidson County, Tennessee, and being Lot No. 76 on the Plan of the resubdivision of Lots 76, 77, and 78 in Battery Crest, Section 2, as of record in Book 3500, page 5, Register's Office for said County.

Said Lot No. 76 fronts 121,75 feet on the Northerly side of Harding Place and extends back 411.43 on the westerly line and 378.51 feet on the easterly line to a dead line measuring 111.59 feet thereon.

Being the same property conveyed to R. C. Alexander, Jr., by deed of record in Book 3881, page 902, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said MARY LLOYD POMEROY, her heirs and assigns, forever.

I covenant that I am lawfully seized and possessed of said real estate, in fee simple, have a good right to convey it, and that the same is unencumbered, except as hereinabove mentioned.

I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to the said Mary Lloyd Pomeroy, her heirs and assigns, against the lawful claims of all persons, whomsoever.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien, in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Mary Lloyd Pomeroy, hereinafter referred to as Trustor, hereby transfers and conveys unto TYLER BERRY, III, TRUSTEE, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees 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 $30,000.00 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.

Trustor further agrees 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, or 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 be payable by trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly

at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails 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 then past due and unpaid, all remaining unpaid indebtedness and installments thereof, 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 Courthouse 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustor, her order, representatives or assigns.

In case of the death, absence, inability or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

It is further agreed and understood that grantor conveys title to the Escrow account held in conjunction with the above assumed trust deed held by Home Federal Savings & Loan Association.

And I, DORIS M. ALEXANDER, wife of R. C. Alexander, Jr., do hereby join in this instrument for the purpose of transferring and quitclaiming unto the said Mary Lloyd Pomeroy any and all rights, title and interest that I might have in the foregoing described property by reason of my marital status, or otherwise.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 18th day of November, 1969.

R C Alexander Jr
R. C. Alexander, Jr.

Doris M. Alexander
Doris M. Alexander

Mary Lloyd Pomeroy
Mary Lloyd Pomeroy

Charles Dave Pomeroy
Charles Dave Pomeroy

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, [illegible] a Notary Public in and for said State and County, R. C. Alexander, Jr., and wife, Doris M. Alexander, and husband Charles Dave Pomeroy and Mary Lloyd Pomeroy, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, on this the 18th day of November, 1969.

[illegible]
Notary Public

(SEAL)

My commission expires:

Oct 30 1971

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STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater for this transfer is $29,600.00.

Mary Lloyd Pomeroy

Sworn to and subscribed to before me, on this the 2 day of November, 1968.

(SEAL)

Notary Public

My Commission Expires:

Oct 30, 1970

A 60966

IDENTIF. REFERENCE

Nov 19 10 44 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV 19	CONV	29,600.00			
NOV 19	S'TAX		B*	76.96	
NOV 19	PR'FEE		B*	.50	
NOV 19	W'DEED		B*	10.50	* 87.96