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This Indenture Made and entered into this 7th day of July, 1971

by and between JOHN THOMAS IRVIN and Wife Frances Irvin

of the first part, and W A Woodmanssee and or W O Fitch Trustee, of the second part,

Witnesseth: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Davidson County, Tennessee, to-wit:

Land in the 14th Civil District of Davidson County, Tennessee, described as follows:

Beginning at the northwest corner of a tract of land conveyed to J. M. Carrington, by dddd of record in Book 185, page 96; running thence North 6[illegible] West 9 poles to a stump on the top of the Ridge; thence North 54-1/2° West 15 Poles; thence North 43-1/2° West 12 poles; thence 5-1/2° West poles 14; thence North 3° East 15.4poles thence North 10-3/4° West 74 poles to a stone on the Ridge in the center of Old Road, the Ridge Road leading from Little Narrowbone Creek, the northwest corner of the tract of land, containing 60 acres conveyed to J. A. Clark, by deed in Book 289, page 490, and the southwest corner of the tract containing 13.3 acres conveyed to J. A. Clark, by deed in Book 291, page 56, thence with the center of said Road, North 34° East 4.4 poles; North 18° East 3.2 poles; North 15-1/2° West 17.2 poles; North 3-1/2° West 14.4 poles; North 11° West 12.8 poles, and North 7° East 13 poles; thence leaving said road, South 41° East 36 poles; thence South 72° East 12 poles; ~~thence~~ to a stake; thence South 32° East 24 poles to a stake; thence South 42° East 4 poles ~~thence~~ to a stake, the southeast corner of said 13.3 acres tract; thence North 88° West 7.4 poles to the northwest prong of Lanson Branch; thence down said branch to J. M. Carrington's northern boundary line, water beech pointer on the east side of said branch; thence North 87-1/2° WEST with his said line, 65 poles to the beginning, containing in all 73.3 acres, more or less.

Included but specifically excluded herefrom the following five conveyances; Book 1417, page 669, Book 1467, page 307, Book 1642, page 103, Book 2158, page 590, and Book 2798, page 661, all in the Register's Office for said County, leaving a balance of 21.75 acres, more or less being the same property conveyed to John Thomas Ervin by deed from John M. Ervin and wife, as of record in Book 3931, page 207, said Register's

thence south 47-3/4° East 8.8 poles; thence south 67-1/2° East 12 poles;

B 22290

T
IDENTIF. REFERENCE

JUL 9 3 09 PM '71
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECORDER'S MEMO:
[illegible] Typing or Printing
[illegible] Satisfactory When Received

8,199.00
6.20
.50
8.00
14.70

To Have and to Hold, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same: that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part justly indebted to City Finance Company of Downtown Nashville, Inc. ..... or the holder of the notes hereinafter mentioned, in the sum of Eight Thousand One Hundred Ninety Nine Dollars & n0/100 ..... Dollars, evidenced by one Note of even date, in the amount of $ [illegible] due and payable on 8-15- ..... 19 71 .. with interest after maturity at the highest lawful rate; and also by a Certificate of Investment of even date and like amount, which Certificate of Investment is payable in 35 monthly installments of $ 162.00 each, with the first installment due on 8-15-71 and 1 x 2529.00, 19 71, and the remainder of said installments being due and payable successively on the same day of each consecutive month thereafter until fully paid, the default of which also defaults the above described Note.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than $ 6,000 against fire, ... in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust; will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quit claim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either such event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Nashville Tennessee, and sell the said property for cash to the highest bidder, free from equity of redemption, homestead, dower, and all other exemptions, all of which are hereby expressly waived, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the parties of the first part bind themselves shall be given without obstruction, hindrance or delay.

The owners of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance.

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with attorney's fee of 10%, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: First, to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property, and shall be required to account only for the net rents received by him; and from and after the conveyance of said property under this deed of trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of $..... per month, commencing with the date of delivery of the Trustee's deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one persons referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

John T. Ervin

Frances Ervin

STATE OF TENNESSEE,
County of Davidson

On this 7th day of July, 19 71, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared John Thomas Ervin and ~~XXXXX~~ Frances Ervin

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public.

My commission expires 8th day of May, 19 73

NOTARY PUBLIC
DAVIDSON COUNTY

CITY FINANCE

TRUST DEED

JOHN THOMAS IRVIN & WIFE FRANCES IRVEN

TO

City Finance Co of Down town Nashville Inc

State Tax . . . . . $.....

Clerk's Fee . . . . . $.....

TOTAL . . . . . $.....

Paid.....

Deputy County Court Clerk.

STATE OF TENNESSEE, }
.....County. }

Filed for Registration.....19.....

at.....o'clock.....M., and noted in Note Book

No.....Page....., and was recorded

..... 19....., in Record Book

No..... Page..... Fee..... Paid.

.....

Register.

By .....D. R.

This Instrument prepared by:
B G Beecham
939 Church Street
Nashville, Tennessee

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