DEED OF TRUST BOOK 4622 PAGE 895

FOR AND IN CONSIDERATION OF One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Mrs. Belle Carney

have this day bargained and sold, and do hereby transfer and convey, to Alfred C. Galloway, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows:

Land in Davidson County, Tennessee, being Lot No. 10 of Block "L" Carrick's Subdivision of Heffernan Place, not of record.

Said Lot fronts 50 feet on the north side of Herman Street and extends back between parallel lines 150 feet to an alley. Being property devised to Belle Carney under the Will of Teck Carney, deceased, whose Will is of record in Will Book 94, page 75, County Court Clerk's Office of said County.

Said property is known as Parcel 11W-4955 in the County Tax Assessor's Office.

Send tax statements to Community Federal Savings & Loan Association of Nashville, 2605 Jefferson Street, Nashville, Tennessee 37208.

RECORDER'S NOTE
Legibility of Writing, Typing or Printing
Document Unsatisfactory When Received

TO HAVE AND TO HOLD said property to the said Alfred C. Galloway, Trustee, and his successor in trust, forever. I covenant that I am lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and defend the title to said property to the said Alfred C. Galloway 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 purpose:

The undersigned is in debted to the Community Federal Savings & Loan Association of Nashville in the principal sum of $18,835.00, with interest at the rate of eight (8) per centum per annum, and a service fee of one (1) per centum per annum, on the unpaid balance, as evidenced by a certain promissory note of even date herewith, and said principal, interest and service fee shall be paid $169.48 on the first day of November, 1972, and a like sum on the same day of each month thereafter, to be applied first to interest and service fee on the unpaid balance, and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest and service fee will be charged only on the unpaid balance. In addition to or accordance with the agreement contained in said note, the undersigned maker, if demanded and required by the holder of said note, also agrees to pay the holder of said note each month one-twelfth of the estimated annual aggregate of State, County and City taxes and premiums for fire and windstorm insurance, which she agrees the holder shall hold to pay said taxes and insurance as same become due but payments may be commingled and invested by*

Now if I, the said grantor shall pay the sum $ aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if I fail to pay the said sum $ of money when due as aforesaid, or any part of said sum $, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof and without notice, became immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by 3 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 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And I agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $18,835.00 until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. I agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case I fail to do either, said Trustee or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of 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.

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

Third—The residue to be paid to the said grantor or order. And in case 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 Alfred C. Galloway, Trustee, shall be vested in said successor.

*the holder with right to keep the earnings and may be applied on unpaid principal interest and service fee upon any default or in case of surplus over taxes and insurance; the holder's right to declare default and foreclosure applies also to said tax and insurance payments. The lien of this instrument shall also secure ~~the repayment of such further advances as the Association may from time to time~~ and for any purpose make the grantor and the same may be added to the lien debt.

In the event, the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to said Association and applied upon the debt, and the Association is hereby empowered in the name of the grantor or grantor's assigns, to receive and give acquittance for any such award or judgment, whether it be joint or several. BOOK 4622 PAGE 896

In the event of a sale of said property under and by virtue of this trust, the said grantor and all persons holding under her 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 that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 20th day of July, 19 72

Mrs. Belle Carney

Mrs. Belle Carney

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Alfa. Z. Hall, a Notary Public in and for said County and State, the within named Mrs. Belle Carney

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 20th day of July, 19 72

My commission expires February 11, 1976 Notary Public Alfa. Z. Hall

STATE OF TENNESSEE
COUNTY OF

Before me, , a Notary Public within and for the State and County aforesaid, personally appeared with whom I am personally acquainted and who upon this oath acknowledged himself to be the of the the within named bargainor, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said as such

Witness my hand and official seal at office at on this the day of JUL 27 72 MORTG 18,835.00, 19

My commission expires JUL 27 72 MTG TAX Notary Public A* 16.80
JUL 27 72 PR FEE A* .50
JUL 27 72 T DEED A* 4.00 * 21.30

This instrument was prepared by:

AVON N. WILLIAMS, JR., ESQUIRE, 1414 Parkway Towers, Nashville, Tennessee
NAME ADDRESS

DEED OF TRUST

FROM MRS. BELLE CARNEY

TO ALFRED C. GALLOWAY, TRUSTEE

COMMUNITY FEDERAL SAVINGS & LOAN ASSOCIATION

B 6 9 1 4 0

IDENTIF. REFERENCE

JUL 27 12 54 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TENNESSEE TITLE COMPANY
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory When Received.