For and in Consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, ALBERT C. BATES AND WIFE, ANN E. BATES

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

BEING Lot No. 1015, on the Plan of Charlotte Park, Section 13, as of record in Book 2900, Page 142, Register's Office for said County.

SAID Lot No. 1015 fronts 72 feet on the north side of Starliner Drive, and extends back 158.9 feet on the west line and 153.6 feet on the east line, to a dead line in the rear, which is a broken line on which it measures 91.6 feet.

BEING the same property conveyed to Albert C. Bates and wife, Ann E. Bates by deed from Thomas H. Hogshead and wife, Margaret P. Hogshead of record in Book 3576, Page 195, Register's Office for Davidson County, Tennessee.

OCT 10 72	MORT'G	*3,134.52			
OCT 10 72	S'TAX		A*	1.10	
OCT 10 72	PR'FEE		A*	.50	
OCT 10 72	T'DEED		A*	4.00	* 5.60

To Have and to Hold said property to the said Michael Christian 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. We further covenant and bind ourselves and our heirs and representatives, to warrant and defend the title to said property to the said Michael Christian 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, to wit:

To secure the payment of one promissory note of even date herewith in the principal sum of $3,134.52 payable to the order of Commerce Union Bank in monthly installments as follows: On the 10th day of November, 1972 the sum of $87.07 and thereafter an equal amount on the 10th day of each succeeding month until a total of 36 payments have been made with interest at the rate of six (6%) percent per annum which is included in the payments.

Now if Albert C. Bates and wife, Ann E. Bates shall pay the sum S aforesaid when due, according to the terms of said note S, then this instrument is to be of no further force or effect. But if we fail to pay the said sum S of money when due as aforesaid, or any part of said sum S, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become 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 20 days' notice, by 3 publication in any 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 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. We 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 we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ ins/value 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. We 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 we fail to do either, then 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 Albert C. Bates and wife, Ann E. Bates 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 Michael Christian, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Grantors herein and all persons holding under them 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 6th day of October, 19 72

x Albert C. Bates

Mrs Ann E. Bates

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, The undersigned, a Notary Public in and for said County and State, the within named Albert C. Bates and wife, Ann E. Bates

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 Ocrober, 19 72

Dorothy G. Reed, Notary Public.

Commission Expires 7-31-73

STATE OF
County

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

DEED OF TRUST

FROM

ALBERT C. BATES AND WIFE, ANN E. BATES

TO

MICHAEL CHRISTIAN, TRUSTEE

B 7 9 2 2

Attorneys Title Company
Title Guaranteed

IDENTIFICATION REFERENCE

OCT 13 46 AM '72

FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY:

Caesar E. Urrutia,
1623 Parkway Towers
Nashville, Tennessee 37219
Telephone: 254-1857

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