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Deed of Trust

FOR AND IN CONSIDERATION of One Dollar to us *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* Eddie L. and Betsy Bowman ..... *have this day bargained and sold, and do hereby transfer and convey, to* Jacobs H. Doyle ..... *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 Lot No. 20 on the Plan of Burchwood Gardens, Section 1, as of record in book 2900, page 16, Register's Office for said county.

Said Lot No. 20 fronts 85 feet on the northerly side of Porter Road and extends back 160 feet on the easterly line and 170 feet on the westerly line to a dead line in the rear measuring 85.7 feet thereon.

Being the same real property conveyed to William C. Phillips, Sr. and wife Myrtle L. Phillips, by deed from John P. Cornwell, Jr. and wife, of record in Book 4099, Page 622, said Register's Office.

TO HAVE AND TO HOLD said property to the said Jacobs H. Doyle ..... *Trustee, and his successor in trust, forever ... We ... covenant that ... We ... 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* Jacobs H. Doyle ..... *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 and make certain the payment of an indebtness evidenced by a certain promissory note of even date herewith in the amount of $ 552.00 , executed by the undersigned, payable to the order of AMERICAN CREDIT COMPANY, INC., hereinafter referred to as "Company", 24 months after date with interest at the highest legal rate per annum from maturity of said note, on the unpaid balance until paid, and also any other indebtnesses of whatever kind or character that may now or at anytime hereafter be owing by any one or all of the undersigned to the Company. Said note contains provisions whereby the maker thereof has subscribed to and deposited as collateral security for the payment of said note an installment savings certificate, payable to the Company, in installments of 23.00 Dollars per month and a final installment of 23.00 Dollars and further providing that should default be made in the payment of any installment when due, at the option of the holder, such default shall render the entire note due and payable, whether due according to its face or not. Said note and installment savings certificate contain other provisions and agreements, all of which are made a part of this instrument and reference is here made to said instruments for their full content, provisions and agreements.

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.

This instrument was prepared by
Juanita Spurlock of
American Credit Company
108 Stahlman Building
Nashville, Tennessee 37201

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Undersigned further agree to pay all taxes and assessments theron, 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 heretofore and or 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 the highest legal rate of interest from the date of payment and shall be and become apart 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 any note or notes evidencing the same and pay taxes, keep up repairs, keep and 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 of installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreemtns 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, 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 by Davidson County, Tennessee to sell said property at the south door of the Court House in Davidson 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 receivedy by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take passession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the trustee of a deed for said property.

In the 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.

"NOTICE"

Upon any sale under this Deed of Trust, The advertising and sale will be made in Davidson, County, Tennessee, as above provided, and when made. the Proceeds will be applied by the Trustee:

First:— To pay all the costs and charges of executing this trust, inculuding attorney's fees and the expences of any litigation witch may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

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

Third:— The residue to be paid to grantors, or their order.

Witness hand this 3rd day of October, 1972

X Eddie L. Bowman

X Betsy Bowman

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Juanita Spurlock, *a Notary Public in and for said County and State,* Eddie and Betsy Bowman

the within named bargainor....., 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* 3rd *day of* October, *19* 72

Commission expires August 8, 1973 *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

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

OCT 10 TAX 552.00 DEED A* 4.00 * 4.00

Witness my hand and official seal at.....Tennessee, this.....day of....., 19.....

Notary Public

Commission expires.....

DEED OF TRUST

FROM Eddie and Betsy Bowman

TO Jacob H. Doyle

B 7 9 2 1 3

IDENTIF. REFERENCE

OCT 10 10 34 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Mail To: American Credit Company
108 Stahlman Building
Nashville, Tennessee