Deed of Trust

BOOK 4657 PAGE 427

FOR AND IN CONSIDERATION of One Dollar to me *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* William H. Hall, Jr. *have this day bargained and sold, and do hereby transfer and convey, to* Bernard M. Rosenblum *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 Lots Nos. 1, 2 and 3 on the Map of R.W. Turner's Subdivision of certain lots in the College Campus Plan, of record in Book 161, Page 13, Register's Office for said County.

Said Lot Nos. 1, 2 and 3 front together 122.3 feet on the southerly side of Peabody Street and run back between parallel lines, with the easterly margin of 4th Avenue South, 93 feet to a dead line.

Being the same property conveyed to Forrest M. May, by deed from Sophia Frank, a widow, of record in Book 3026, Page 348, Register's Office for Davidson County, Tennessee.

NOV21 72	MORT'G	40,000.00			
NOV21 72	S'TAX		A*	38.00	
NOV21 72	PR'FEE		A*	.50	
NOV21 72	T'DEED		A*	8.00	* 46.50

TO HAVE AND TO HOLD said property to the said Bernard M. Rosenblum *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* Bernard M. Rosenblum *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:

William H. Hall, Jr., hereinafter referred to as Borrower, has borrowed the sum of Forty Thousand Dollars ($40,000.00) from Alice Cashion to be paid in 120 montly installments of Four Hundred Eighty-Five Dollars and 32/100 ($485.32) with payments to be in an equal amount in each and every month until this loan is paid in full. Said payments to be applied first to payment of interest at the rate of 8% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full. Borrower reserves the privilege of prepaying any number of said monthly payments on any paying date.

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 $40,000.00, 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.

Undersigned further agree 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 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 attorney's fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear 6 percent interest from the date of payment and shall be and become a part 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 of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said 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 or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements 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 lawfull 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 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 in Davidson County, Tennessee, to sell said property at the front door of the Court House 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. 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 received by him. Grantors further agree 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 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.

Upon any 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, or in connection therewith as above provided.

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

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

Witness our hand s this 10th *day of* November, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William H. Hall, Jr.

Doris W. Hall

Doris W. Hall

ACKNOWLEDGMENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lawrence E. Levine, *a Notary Public in and for said County and State, the within named* William H. Hall, Jr. & Doris W. Hall his wife

the bargainor S, 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* 10th *day of* Nov, *19* 72

Lawrence E. Levine
Notary Public

Commission expires Oct 26, 1974

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19* _____.

_____ *Notary Public*

Commission expires _____.

(over for additional acknowledgments)

DEED OF TRUST

FROM

William H. Hall, Jr.

TO

Bernard M. Rosenblum, Trustee

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.
NOV 21 3 40 PM '72
IDENTIF. REFERENCE

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Prepared By:
Lawrence E. Levine
Attorney at Law
928 Stahlman Bldg.
Nashville, Tennessee

Compliments of

Guaranty Title Company

A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Please Return by mail to Alice Coshion 1015 Graybar Lane Nashville Tenn.

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