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FORM 101

REGISTER STAMP HERE

B 9 5 3 1 0

8.30
3,848.00

FROM

William C. Waters etux

Lelia J. Waters

BOOK 4682 PAGE 74

TO

Charles Nelson Jr., Trustee
Home Federal Savings & Loan
Association of Nashville

IDENTIF. REFERENCE

FEB 20 3 09 PM '73

REGISTER
DAVIDSON COUNTY, TENN.

203416-7

PREPARED BY
HOME FEDERAL SAVINGS &
LOAN ASSOCIATION
4th & C TOWER
NASHVILLE, TENNESSEE

SUBORDINATE

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, William C. Waters etux Lelia J. Waters have this day bargained and sold, and do hereby transfer and convey, to Charles Nelson Jr. 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. 147 on the Map of Eva-Mor Heights, Section 2, as of record in Book 1835, page 30, Register's Office for said County,

Said Lot fronts 122 feet on the westerly side of Tamworth Drive, as measured around a slight curve, and runs back between lines, 143.1 feet on the north line and 155 feet on the south line, to a dead line, measuring 55 feet thereon.

Being the same property conveyed to William C. Waters by deed from Annie A. Huddleston, of record in Book 4681, Page 957, Register's Office for Said County.

FEB20 MORT'G *3,848.00
FEB20 ST'TAX A* 1.80
FEB20 PR'FEE A* .50
FEB20 FEED A* 6.00 * 8.30

The said property is conveyed expressly subject to:

1. Taxes for the year 19 72, which undersigned agree to pay;

Subject to a deed of record in Book 4227, page 65 register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property to the said Charles Nelson, Jr., Trustee, and his successors 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, except as set forth above.

We further covenant and bind ourselves, our heirs and representatives, (or successors and assigns) to warrant and defend the title to said property to the said Charles Nelson, Jr., 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 the payment of a note of even date, herewith payable to the order of Home Federal Savings & Loan Association in the amount of $3,848.00 payable at the rate of $40.09 per month. The first payment to be due on the first day of April 1973, and all future payments to be made in a similar amount and to be due on the 1st day of each month, thereafter until the said sum is paid in full.

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 owned, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies authorized for doing business in the State of Tennessee, for the sum of $ an insurable amount thereof 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, first, to the trustee(s) or lawful owner(s) and holder(s) of any indebtedness having a priority over the indebtedness secured by this instrument, and, second, to the trustee(s) hereunder for the benefit of the lawful owner(s) or holder(s) of said indebtedness, as his, its, or their interest may appear.

Undersigned further agree to pay all taxes and assessments thereon, general or special, and to pay them prior to delinquency, to pay all sums, and perform all obligations, as may be required under the provisions of any deed of trust or other instrument creating a lien and having priority over the indebtedness herein secured, and, upon demand of the said trustee(s) or the lawful owner(s) and holder(s) of the indebtedness herein secured, 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 Daed 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 of 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 six per cent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby. It is expressly understood and agreed that any default on the part of the undersigned in the performance of any or all obligations required by the terms of any instrument creating a lien having priority over the lien secured by this instrument, shall be considered as a default on the part of the undersigned, and the Trustee, or the owner(s) and holder(s) of the indebtedness herein secured, shall have the right to pursue any and all rights or remedies as herein provided, or as otherwise provided by law.

Now, if the undersigned grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or if 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, to 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 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 of 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.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand on this 16th day of Feb., 19 73, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

William C Waters

Lelia J. Waters

ACKNOWLEDGMENT

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 William C. Waters etux Lelia J. Waters the 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, Tennessee, this 16th day of Feb, 19 73

Bill Bushulen, Notary Public.

Commission expires 1-30-74

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 singing 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 acknowledgements)