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,* Richard Lee Proctor Jr. and wife, Carolyn S. Proctor *have this day bargained and sold, and do hereby transfer and convey, to* L. L. Scercy *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson *County, described as follows, to wit:*

Being Lot No. 369, on the Plan of Harpeth Valley Park as of record in Book 4175, Page 15 Register's Office for Said County.

Said Lot No. 369 fronts 80.2 feet on the westerly side of Harpeth Bend D ive and extends back 197 feet on the northerl yline and q 196 feet on the southerly line to a dead line measuring 70.9 feet thereon.

Being the same property conveyed to Richard Lee Proctor Jr. and wife, Carolyn S.. Proctor from by deed from James W. Brady and wife Elizabeth A. Brady by deed on book 4714, pages 888 and 889 Register's Office for D$_a$vidson County, Tennessee.

612508

IDENTIF. REFERENCE

JUN 25 9 32 AM '73

FELIX A. JOHNSON, JR. REGISTER
DAVIDSON COUNTY, TENN.

JUN25	MORT'G	*3,984.24			
JUN25	MTG TAX		A*	2.00	
JUN25	PR FEE		A*	.50	
JUN25	DEED		A*	6.00	* 8.50

THIS INSTRUMENT PREPARED BY: PLUS CITY REALTY CO 704 THOMPSON LANE NASHVILLE, TENNESSEE GENE A. TUCKER

TO HAVE AND TO HOLD *said property to the said* L.L. Sercy *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, our *heirs and representatives, to warrant and defend the title to said property to the said* L. L. Scercy *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 executed by Richard Lee Proctor Jr. and wife Carolyn S. Proctor the principal sum ofThree Thousand Nine Hundred Eighty Four Dollars and 24/100 (3,984.24) payable to Joe L Sims & Son Inc in monthly installemts as follows; On the 1st of August, 1973 the sum of Ninety Nine Dollars and 01/100 (99.01) and thereafter a like amount on the 1st day of each succeeding month for a total of 45 payments, The last installment is due on the first day of May 1977.

Now, if Richard Lee Proctor Jr. and wife, Carolyn S. Proctor *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* they *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* 21 *days' notice, by* 3 *publication 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 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 $*42m750.00 *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.* 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 Richard Lee Proctor Jr. and wife Carolyn S. Proctor *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* L. L. Scercy *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 Richard Lee Proctor Jr. and wife Carolyn S. Proctor *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.*

This 20 *day of* June 19 73

Richard Lee Proctor Jr.

Carolyn S. Proctor

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

STATE OF TENNESSEE,
Davidson County.

Personally appeared before me, Gene A. Tucker, a Notary Public in and for said County and State, the within named Richard Lee Proctor Jr. and wife, Carolyn S. Proctor

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 20 day of June, 1973

Commission Expires 11 4 74

Gene A. Tucker, Notary Public

GENE A. TUCKER NOTARY PUBLIC DAVIDSON COUNTY

STATE OF _____
County of _____

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____, this _____ day of _____, 19____

Commission Expires _____, Notary Public

STATE OF TENNESSEE
Davidson 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 purposes 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