BOOK 4790 PAGE 556

For and in Consideration of One Dollar to US in hand paid by R. L. Richardson, Jr. Trustee, and other considerations hereinafter mentioned, we, Howard E. Hildreth and wife, Lou Hildreth have bargained and sold, and do hereby transfer and convey unto the said R. L. Richardson, Jr., Trustee, his successors and assigns, the following described real estate, situated in the Civil District of the County of Davidson and State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 71 on the Plan of Bonnie Brae, Section 3, as of record in Book 2854, page 61, Register's Office for said County.

Said Lot No. 71 fronts 169.96 feet on the easterly side of South Summerfield Drive and runs back 308.1 feet on the southerly line and 315.6 feet on the northerly line, to a dead line in the rear measuring 93.3 feet thereon.

Being the same property conveyed to Howard E. Hildreth et ux, by deed of George W. Jones et ux, as of record in Book 4329, page 323, Register's Office for Davidson County, Tennessee.

FEB22	MORT'G	*6,000.00			
FEB22	STAX		A*	4.00	
FEB22	RCPTFEE		A*	.50	
FEB22	DEED		A*	4.00	* 8.50

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said R. L. Richardson, Jr., Trustee, his successors and assigns, forever.

And we covenant with the said R. L. Richardson, Jr., Trustee, that we are lawfully seized and possessed said real estate, have good right to convey it, and that the same is unincumbered,

And we do further bind ourselves, our heirs and legal representatives, to warrant and forever defend the title to the above described property to the said R. L. Richardson, Jr., Trustee, his successors and assigns, against the lawful claims of all persons whomsoever.

But this conveyance is made in trust for the following uses and purposes, and none other, to-wit:

The said Howard E. Hildreth and wife, Lou Hildreth, are justly indebted to HARPETH NATIONAL BANK in the manner and amount following, to-wit:

To secure the payment of a note of even date herewith in the principal sum of Six Thousand and No/100 ($6,000.00) Dollars, executed by Howard E. Hildreth and wife, Lou Hildreth, payable to the order of "OURSELVES", and by the said Howard E. Hildreth and wife, Lou Hildreth, endorsed and delivered to Harpeth National Bank, Franklin, Tennessee, for the purpose of securing borrowed money. Said note is payable on demand, and bears interest at the rate of 9 % per annum, payable semi-annually.

and this conveyance is made to secure the payment of said indebtedness.

And we do agree to keep all taxes on said property promptly paid as the same may become due; and we further agree to keep the improvements on said property insured against damage or loss by fire in some solvent fire insurance company, the amount of such insurance to be not less than $ 40,000.00, and have the same property transferred for benefit of the said Harpeth National Bank

Now, therefore, should we promptly pay the above mentioned note at maturity, and comply with the above stipulations then the legal title to property herein conveyed to said Trustee shall immediately revert to and be vested in said conveyor.

Should we fail to keep said improvements insured and taxes paid, as above stipulated, the said Harpeth National Bank, or the said R. L. Richardson, Jr., Trustee, or his successor in trust, is hereby authorized to procure said insurance, and pay said taxes and charge the same to us, and the amount so paid shall be treated as a part of the principal debt herein, and the same, together with six percent interest per annum, thereon, collected with said principal indebtedness.

And in the event of our failure to pay said note or interest thereon for a period of ten days after the same becomes due or said taxes or insurance for ten days after the same may have been paid for us under the above stipulation, then, or any time thereafter, the same remaining unpaid, the said holder of note is authorized to declare the whole of the debt herein secured due and payable; in which event the said R. L. Richardson, Jr., Trustee or his successor in trust, is authorized, after having given notice of the time, terms, and place of sale by three weekly publications in some one newspaper published in ~~WILLIAMSON~~ Davidson County, Tennessee, to sell said above described property at public auction, to the highest bidder, for cash, free from the equity of redemption, homestead, and dower, which we hereby expressly waive, and execute a deed to the purchaser, whom we will put in possession of said premises. The said Harpeth National Bank or the holder of said debt, or any part thereof, may bid and become purchaser at said sale. In the event of such sale the proceeds shall be applied as follows:

First. To the costs and expenses of executing this trust, including a reasonable commission to said Trustee or his successor making the sale; also a reasonable attorney's fee for his services in the premises, and the fee of an auctioneer; and also to all costs and attorney's fees necessary in obtaining possession of said premises.

Second. To the payment of said indebtedness, or any balance thereof.

Third. The balance, if there be, shall be paid to Howard E. Hildreth & wife, Lou Hildreth

The necessity of said Trustee or any successor taking oath or giving bond hereunder is expressly waived.

In the event the Trustee herein named should decline or refuse, or for any reason be unable to execute this trust when, by the terms, required to do so, then the said Harpeth National Bank, or the holder of the debt herein secured or any part thereof, may nommate a successor, clothed with the rights and powers herein granted to the said R. L. Richardson, Jr., said nomination to be in writing, probated as the laws of the State require in the execution of deeds, and the registration of said nomination in the office of the Register of Deeds of ~~WILLIAMSON~~ Davidson County shall be conclusive evidence of the authority of such succeeding Trustee to act in the premises.

This 19th day of February, 19 74.

Howard E. Hildreth, Jr.

Lou Hildreth

STATE OF TENNESSEE, WILLIAMSON COUNTY

Personally appeared before me, Maurine L. Alexander, a Notary Public in and for said County and State, the within named Howard E. Hildreth & wife, Lou Hildreth

the bargainors with whom I am personally acquainted, and who acknowledged that they executed the within Deed of Trust for the purposes herein contained.

Witness my hand and official seal at Franklin, Tennessee, this 19th day of February, 1974.

MAURINE L. ALEXANDER NOTARY PUBLIC WILLIAMSON CO. TENN.

My Commission expires

Maurine L. Alexander

Notary Public

This document was prepared by
R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

REGISTER ~~WILLIAMSON~~ Davidson COUNTY
~~WILLIAMSON~~ Tennessee
Nashville,

TRUST DEED

FROM

HOWARD E. HILDRETH

ET UX

TO

R. L. RICHARDSON, JR.

TRUSTEE

REGISTER'S OFFICE

State of Tennessee, ~~WILLIAMSON~~ Davidson County

Received for record the day of A.D. 19 at Clock M., and recorded in Book No. Page

C 4 9 0 3 6 Noted in Note Book, Register.

IDENTIFICATION REFERENCE

FEB 22 10 16 AM '74

RELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

By Deputy Register.

State Tax Paid

Clerk.