BOOK 4870 PAGE 974

This instrument was prepared by:
CARL H. OLDHAM
ATTORNEY AT LAW
Hendersonville, Tenn. 37075

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, WE, WILLIAM KENNETH EVERT AND WIFE, MARGIE FAYE EVERT have this day bargained and sold, and do hereby transfer and convey, to CARL H. OLDHAM 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 part of Lot No. 69 on the Plan of Donelson Meadows, Section 2, as of record in Book 2133, Pages 100 and 101, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 69 fronts 80 feet on the easterly margin of Brookview Drive and extends back 214.2 feet on the southeasterly line and 209.4 feet on the northeasterly line to a dead line in the rear on which it measures 80.2 feet, more or less, thereon.

BEING the same property conveyed to William Kenneth Evert and wife, Margie Faye Evert by deed of record in Deed Book 4542, Page 280, Register's Office for Davidson County, Tennessee.

NOV26	MORT'G	*5,144.37				
NOV26	ST'TAX		A*	3.10		
NOV26	PR'FEE		A*	.50		
NOV26	T'DEED		A*	4.00	*	7.60

TO HAVE AND TO HOLD said property to the said CARL H. OLDHAM 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 our heirs and representatives, to warrant and defend the title to said property to the said Carl H. Oldham 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:

WHEREAS, WILLIAM KENNETH EVERT AND WIFE, MARGIE FAYE EVERT are indebted to the BANK OF HENDERSONVILLE, Hendersonville, Tennessee in the principal amount of FIVE THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND THIRTY SEVEN CENTS ($5,144.37) with interest thereon at a rate of nine and one half per cent (9-1/2) per annum, as evidenced by a promissory note of even date herewith executed by said makers and payable to said holders on or before NINETY DAYS (90) from the date hereof, all according to the terms and conditions of said promissory note.

It is provided that unless said amount is paid in full, when due, said amount shall bear interest at the legal rate of interest.

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Now if makers shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, 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 weekly publication in a newspaper of general circulation in Davidson County, 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 $5,144.37 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 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 makers 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 CARL H. OLDHAM, 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 makers 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.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 18th day of Nov 1974.

William Kenneth Evert

Margie Faye Evert

STATE OF TENNESSEE
COUNTY OF SUMNER

Personally appeared before me, Ellen D. Sidwell, a Notary Public in and for said County and State, the within named WILLIAM KENNETH EVERT AND WIFE, MARGIE FAYE EVERT

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 Hendersonville, Tenn., this 18th day of Nov., 1974

Ellen D. Sidwell, Notary Public

Commission Expires 7-16-77

ELLEN SIDWELL NOTARY PUBLIC SUMNER COUNTY

DEED OF TRUST

FROM
WILLIAM KENNETH EVERT, ETUX

TO
CARL H. OLDHAM, TRUSTEE FOR
BANK OF HENDERSONVILLE

C 79536

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IDENTIF. REFERENCE

Nov 26 9 43 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.