This instrument prepared by:
William P. Ortale, Atty.
L & C Tower
Nashville, Tenn.

Deed of Trust

BOOK 5147 PAGE 492

FOR AND IN CONSIDERATION of One Dollar to us *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* C. RICHARD TREADWAY and wife, JANE H. TREADWAY *have this day bargained and sold, and do hereby transfer and convey, to* WILLIAM P. ORTALE *Trustee, and his successors in trust, certain property in the State of Tennessee,* Davidson *County, described as follows, to-wit:*

Being Lot No. 180 on the Plat of Haywood Hills, Section 3, as of record in Book 4460, pages 164 and 165, Register's Office for said County.

Said Lot No. 180 fronts 65.0 feet on the easterly margin of Barella Drive and extends back 136.10 feet on the southerly line and 135.31 feet on the northerly line, to a line in the rear on which it measures 55.74 feet.

MAY 16 57	MORT'G	$4,800.00				
MAY 16 57	R'S'TAX		B*	2.80		
MAY 16 57	PR'TEE		B*	.50		
MAY 16 57	T'DEED		B*	4.00	*	7.30

TO HAVE AND TO HOLD said property to the said WILLIAM P. ORTALE *Trustee, and his successor in trust, forever covenant that lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.,* Except for a first mortgage of record in Book 4796, page 897, said Register's Office, payable to Home Federal Savings & Loan Association.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and defend the title to said property to the said* WILLIAM P. ORTALE, *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 payment to Preston Wright and Robert T. Jones, of one joint and several promissory note of even date herewith, executed by C. Richard Treadway, in the principal sum of $4,800.00, payable $58.24 per month, to be applied first to interest at 8% per annum and then to the reduction of principal beginning June 12, 1957, and continuing on the same day of each succeeding month until the total of principal and accrued interest is paid.

Any default in the first trust deed or note, shall constitute a default herein.

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 $....., 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 attorneys 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 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 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 hand this 12th day of May, 19 77 The corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Jane H. Treadway — Jane H. Treadway

C. Richard Treadway, M.D. — C. Richard Treadway

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Jane H. Treadway, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 12 *day of* May, *19* 77

David A. Boyd — *Notary Public*

Commission expires Sept 22, 1980

DAVID A. BOYD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Douglas A. Brace, *a Notary Public in and for said County and State,* C. Richard Treadway, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 12th *day of* May, *19* 77

Douglas A. Brace — *Notary Public*

Commission expires 4-23-78

DOUGLAS A. BRACE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

DEED OF TRUST

FROM

C. RICHARD TREADWAY AND WIFE

TO

WILLIAM P. ORTALE, TRUSTEE

E 03884

IDENTIF. REFERENCE

MAY 16 10 44 AM '77

FELIX DAVIDSON COUNTY REGISTER, TENN.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Please return to:
DAVID B. HERBERT
23rd Floor, L & C Tower
Nashville, Tennessee 37219