BOOK 5161 PAGE 539

For and in Consideration of One Dollar to me in hand paid by R. L. Richardson, Jr. Trustee, and other considerations hereinafter mentioned, I, Larry T. Adams, unmarried

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 32nd Civil District of the County of ~~Williamson~~ Davidson and State of Tennessee, to-wit:

Land lying and being in the 32nd Councilmanic District of Davidson County, Tennessee, being Lot No. 80 in Cloverland Acres, Section 9, as of record in Book ____, page ____, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more particular description thereof.

Being part of the property conveyed to Ira T. Adams, by Quitclaim Deed from Eugene R. Williams, of record in Book 5138, page 825, Register's Office of Davidson County, Tennessee.

And being the same property conveyed to Larry T. Adams, by deed of Ira T. Adams, as of record in Book ____, page ____, in the Register's Office for Davidson County, Tennessee.

JUN 20 97 - MTG - 50,000.00

JUN 20 97 ST TAX B* 48.00

JUN 20 97 PR FEE B* .50

JUN 20 97 T DEED B* 4.00 * 52.50

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

And I do further bind myself, my 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 Larry T. Adams, is 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 Fifty Thousand and No/100 ($50,000.00) Dollars, executed by Larry T. Adams, payable to the order of "MYSELF" and by the said Larry T. Adams, 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 10.0% per annum, payable semi-annually.

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

And I do agree to keep all taxes on said property promptly paid as the same may become due; and I 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 $_____, and have the same property transferred for benefit of the said Harpeth National Bank

Now, therefore, should I 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 I 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 me, 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 my 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 me under the above stipulation, then, or any time thereafter, the same remaining unpaid, the said Harpeth National Bank 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 ~~XXXXXX~~ 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 I hereby expressly waive, and execute a deed to the purchaser, whom I 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 Larry T. Adams, unmarried

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 nominate 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 ~~XXXXXX~~ Davidson County shall be conclusive evidence of the authority of such succeeding Trustee to act in the premises.

This 17th day of June, 19 77.

Larry T. Adams

STATE OF TENNESSEE, WILLIAMSON COUNTY

Personally appeared before me, Forrest Harris, a Notary Public in and for said County and State, the within named Larry T. Adams, unmarried

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

Witness my hand and official seal at Franklin, Tennessee, this 17th day of June, 77

My Commission expires 3-28, 19 81

Notary Public

R. L. RICHARDSON, JR., ATTORNEY
Public Square, Franklin, Tennessee

R. Dox Bennett
Davidson
REGISTER, WILLIAMSON COUNTY
~~XXXXXX~~, Tennessee
Nashville,

TRUST DEED

FROM

LARRY T. ADAMS

mail ent

10032

REFERENCE

TO

R. L. RICHARDSON, JR.

TRUSTEE

REGISTER'S OFFICE

State of Tennessee, ~~XXXXXX~~ County
Davidson

Received for record the ..... day of ..... A.D. 19..... o'clock ..... M., and recorded in Book No. ..... Page ..... Noted in Note Book ..... Page ..... Fee, $ .....

..... Register.

By ..... Deputy Register.

State Tax ..... Paid

..... Clerk.