THIS INSTRUMENT WAS PREPARED BY
OLD HICKORY EMPLOYEES CREDIT UNION
OLD HICKORY, TENNESSEE

Deed of Trust

BOOK 5646 PAGE 483

FOR AND IN CONSIDERATION of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, George E. Mitchell and wife, Nancy P. Mitchell

have this day bargained and sold, and do hereby transfer and convey, to D. J. Brewer Trustee, for Old Hickory Employees Credit Union, a Tennessee Corporation, 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 Lot No. 9 on the Plan of Feltswood Subdivision, Section 1, of record in Book 3700, page 13, Register's Office for said County.

Said Lot No. 9 fronts 150 feet on the southerly side of Binkley Road and extends back 270 feet on the easterly line and 250 feet on the westerly line to a dead line in the rear measuring 200.31 feet thereon.

Being the same property conveyed to Milton E. Proctor and wife, Dorothy Proctor by deed from Allen and Sutter Company, Inc., of record in Book 5089, page 649, Register's Office for Davidson County, Tennessee.

Also, being the same property conveyed to George E. Mitchell and wife, Nancy P. Mitchell, by deed from Milton E. Proctor and wife, Dorothy Proctor, of record in Deed Book 5289, page 621, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property to the said D. J. Brewer 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 and our heirs and representatives, to warrant and defend the title to said property to the said D. J. Brewer 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:

Whereas, we, George E. Mitchell and wife, Nancy P. Mitchell, do hereby acknowledge ourselves to be justly indebted to the Old Hickory Employees Credit Union, Old Hickory, Tennessee, in the sum of ($5109.00) Five thousand one hundred nine and 00/100 dollars as evidenced by our promissory note of even date in the sum of ($5109.00) signed by George E. Mitchell and wife, Nancy P. Mitchell, and payable at the rate of ($14.27) Fourteen and 27/100 dollars per week for 1291 weeks including interest and all other charges at the rate of 14.0% per year on the unpaid balance, the first payment to be made 9-17-80, and the same day of each succeeding week thereafter until all of both principal and interest is fully paid.

This deed of trust is also given as further security to make certain the payment of any renewals, extensions, advancements, or any other indebtedness either due or to become due to Old Hickory Employees' Credit Union.

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 $ 5109.00, 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.

It is expressly agreed and understood that as a part of the consideration for this Credit Union to make the loan that this loan secured by this instrument cannot be assumed by any person/persons, corporation/corporations or any other entities whomsoever except and only by the written approval of the Board of Directors of THE OLD HICKORY EMPLOYEES CREDIT UNION, however, the maker/s of this mortgage may sell the property here secured by the maker/s of this instrument paying off the same at the time of any transfer.

It is furthermore mutually agreed and understood that if any award of damages of condemnation for injury to, or taking of, any part of said property hereinbefore specifically described is hereby assigned to the beneficiary of this instrument with authority to apply or release the money received as above provided unless otherwise agreed in writing by this Credit Union after the happening of the fact.

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 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 installlments 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, Tenn., 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 upon the delivery to him by the trustee 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 our hand S this 14th day of August, 1980, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

X George E. Mitchell

X Nancy Mitchell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Cynthia M Tatum, a Notary Public in and for said County and State, George E. Mitchell and wife, Nancy P. Mitchell, the within named bargainor S, 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 Old Hickory, Tennessee, this 14th day of August, 1980. Cynthia M. Tatum Notary Public

Commission expires 10-25-83

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____day of _____, 19____.

_____ Notary Public

Commission expires _____.

DEED OF TRUST

FROM George E. Mitchell, Et Ux

TO D. J. Brewer, Trustee

OLD HICKORY EMPLOYEES CREDIT UNION
OLD HICKORY, TENN. 37138

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IDENTIF. REFERENCE

SEP 4 9 15 AM '80

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RETURN TO:
/vw
Old Hickory Employees Credit Union
Hadley Ave.
OLD HICKORY, TENNESSEE 37138