W. E. Porter, Atty. 213 Third Ave. N., Nash. Tn. 37201

For and in Consideration of One Dollar to hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,

We, ROBERT E. JOHNSON and wife, PEGGY D. JOHNSON have this day bargained and sold, and do hereby transfer and convey, to W. E. Porter Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

BOOK 5974 PAGE 131

Lot #188 on the Map of the Subdivision of the Waters Place on Maxey Lane, as of record in Book 332, pages 136 and 137, Register's Office for said County.

Said Lot No. 188 fronts 50 feet on the southerly side of Litton, formerly Drury Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Olle E. Johnson and wife, Lily Louise Johnson, by deed from William Thomas Jennings and wife, Mary Katherin Jennings, of record in Book 1808, Page 165, said Register's Office and vesting Olle E. Johnson as a result of the death of Lily Louise Johnson on December 29, 1979, in Davidson County, Tennessee.

RUSH

IDENTIF. REFERENCE
Dec 7 11 43 AM '82
FELIX Z. WILSON II, Register
DAVIDSON COUNTY, TN

H 20447

To Have and to Hold said property to the said W. E. PORTER Trustee, and his successor in trust, forever. we covenant that we 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 W. E. PORTER 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:

To secure one note of even date in the principal amount of THIRTY FIVE THOUSAND($35,000.00)DOLLARS for eighteen (18) years at ten percent (10%) interest with the first payment beginning January 1, 1983

Now if grantor shall pay the sum the aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if they 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 30 days' notice, by weekly publication in any legal newspaper in Davidson 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. they 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 they agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ insurable int. 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. they 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 they 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.

3934 12/07 39.50- CHECK

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to the grantor 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 W. E. PORTER, 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 grantors 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 7th day of December, 1982

Robert E. Johnson
ROBERT E. JOHNSON

Peggy D. Johnson
PEGGY D. JOHNSON

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Linda D. Patton, a Notary Public in and for said County and State, the within named Robert E. Johnson, and Peggy D. Johnson

the 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 Nashville, Tn. this 7th day of December, 1982

Linda D. Patton, Notary Public.

Commission Expires January 22, 1984

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____ Notary Public

DEED OF TRUST

FROM
ROBERT E. JOHNSON and wife

PEGGY D. JOHNSON

TO
W. E. PORTER, Trustee

Attorneys Title Company
Titles Guaranteed

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5974 PAGE 133

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			3CC[illegible] .[illegible]- .[illegible]	
			3[illegible].C[illegible] .[illegible] TX	
			.[illegible]0 PRFE[illegible]	
			.[illegible]0 T[illegible]	
			CHECK 33.50-	
		3534R12/07/82	CRL .0	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 2 0 4 4 7.

IDENTIF. REFERENCE

DEC 7 11 43 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 914264