15.50

TENNESSEE
DEED OF TRUST

mail

[illegible]
BOX 2914 - ARCADE BLDG
NASHVILLE, TENNESSEE 37219
TELEPHONE 255-7554

This instrument was prepared by

(Name) Glenn D. Ingram

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(Address) P.O. Box 2914 Nashville,TN,37219

IN CONSIDERATION OF One Dollar, in hand paid, and the premises herein stated Mildred Hill Gibson hereinafter referred to as Grantors, whether one or more, do hereby sell, transfer and convey to Paul R. Rogers as Trustee, that real estate located at 928-B Kirkwood Avenue Nashville,TN,37204 situated in Davidson County, Tennessee, and more specifically described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of James Fitzwater's Resubdivison of Dr. L.G. Noel's Lots in Idlewild, as of record in Book 4350, page 82, Register's Office for said County, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Mildred Hill Gibson by divorce decree from Willie Lee Gibson, as of record in Book 5282, page 71, Registers office Davidson County, Tennessee. Also being the same property conveyed to Willie Lee Gibson and Mildred Gibson by deed from A.D. Hewlett and wife, Frances H. Hewlett as of record in Book 4663, page 209, Register's Office Davidson County Tennessee.

Property located at 928-b Kirkwood Ave. Nashville,Tennessee, also known as 930 Kirkwood Ave. Nashville,Tennessee.

Total indebtness under any contingency in Tennessee is $ 10944.00.

TO HAVE AND TO HOLD the same unto the said Trustee, and unto his successors in trust and assigns, forever.

The transfer of any interest in said property, except for leases having a duration of one year or less which do not contain an option to purchase and except as the result of a death, without the express written consent of the holder of the note to which reference is hereinafter made will constitute default hereunder.

Grantors covenant they are lawfully seized and possessed of said property; have full authority to sell and convey the same; that title thereto is unencumbered, except National Mortgage Company and they will warrant the same against all claims.

But this conveyance is made in trust to secure payments by the Grantors to WFC Financial Services or the holder of the note(s), the sum of Ten-Thousand Nine-hundred and forty-four dollars and zero-cents. ($ 10944.00) Dollars, evidenced by promissory note(s) of even date, payable in 72 monthly installments of 152.00, the first installment commencing on the 16th day of October, 1985, and the same day of each month until paid in full.

The Grantors hereby agree to keep the property free from all taxes or other legal assessments, or statutory liens that may become superior to the lien of the debt hereby secured, and to pay all liens before they become delinquent; and to keep all improvements on the property insured in one or more insurance companies against loss by fire, windstorm, cyclone or tornado, for a sum equal to the balance of the principal of the debt, $10944.00 the insurance company or companies to be approved by and the policy or policies delivered to the holder of the debt, to whom the insurance shall be made available. The Grantors hereby grant the Trustee a security interest in all insurance proceeds, and in any unearned insurance premiums.

If the Grantors shall fail to pay all taxes, assessments, statutory liens, or any prior liens against the property before they become delinquent, or shall fail to effect such insurance, then the holder of the debt may pay such liens and effect such insurance.

The amounts the holder of the debt may expend or become liable for by reason of the provisions of this instrument or of the note or notes secured, shall be added to the principal debt, repayable on demand, become a lien on the property, bear interest from date of payment, at the maximum legal rate, and repayment may be enforced in the manner provided for enforcing the payment of the principal debt.

The Grantors further agree to keep the property in a good state of repair; to commit or permit no waste; to sanction or make no major alterations of the improvements without the consent of the holder of the debt hereby secured; to comply fully and promptly with all applicable zoning ordinances and governmental regulations concerning the property and uses thereof; and to comply with all restrictive and special covenants which may have been imposed upon the property, or its owners, or upon the uses thereof.

The Grantors waive, to the extent allowed by Tennessee law, any homestead exemption they might have in the above-described real estate.

In event of the institution of legal proceedings involving the property above described or the debt hereby secured, it is agreed that the holder of the debt shall be entitled to have a receiver appointed to take charge of the premises, collect the rents, issues and profits, and keep the improvements in good repair.

If more than one note is secured by this instrument, or if any note secured is payable in installments, then failure to pay any note or installment promptly when due or failure to pay any other sums due and payable under the terms hereof, or to perform any covenant or agreement herein set forth, then such default shall, at the option of the holder, accelerate to maturity all unpaid notes or installments, and all other sums due hereunder, and they shall all become immediately due and collectible as herein provided.

The Grantors shall retain possession of the property hereby conveyed and receive and use the rents, issues and profits thereof until some default after which the rents, issues and profits shall be due and payable to the holder of the debt hereby secured.

When the principal debt and interest, and all other indebtedness on account of the provisions of this instrument, or note or notes secured hereby, have been paid, the holder of the debt shall execute and deliver to Grantors, or enter of record in the County Register's Office, a release of all obligations contained in this instrument or the note or notes secured hereby; but in case of non-payment of any installment of principal, or interest, or failure to perform any covenant in, or to pay any prior liens, or pay any charge on account of the provisions of this in-

strument, or the note or notes secured hereby, or to repay any sums advanced by the holder of the debt, with interest thereon, then the whole indebtedness and all obligations secured by this instrument, at the option of the holder, become immediately due and collectible without notice, and the Trustee is hereby authorized to advertise the property above-described once each week for four consecutive weeks, giving notice of the time, place and terms of sale in a newspaper published in the County in which the land lies, and to sell the same at the courthouse in said County at public outcry, to the highest and best bidder for cash, and in bar of right of redemption pursuant to 66-8-101 TCA (right to statuatory redemption) and all equities of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby expressly waived. In the event the property is located in two or more Counties, advertisement of the sale shall be made in each County, with the sale to be made in such one of the Counties as may be designated in the advertisement.

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All parties at interest hereby expressly waived oath, inventory and bond for execution of this trust on the part of the Trustee.

In case of a sale hereunder, the Trustee will execute to the purchaser a Trustee's Deed and Grantor covenants and agrees to place the purchaser in quiet and peaceable possession of the property. From the date of such sale, any parties occupying the premises shall become the tenants at will of the purchaser at the sale.

In the event of the death, inability or refusal of the Trustee to act when action may be required, or in the sole direction of the holder of the debt, without cause, the holder of the debt hereby secured is authorized to appoint a successor to execute this trust, in which successor shall be vested all title, powers and authority vested in the Trustee named herein. Such appointment shall be in writing and shall be registered in the Register's Office of the County in which the land lies. All parties at interest agree that no formal resignation, declaration or refusal to act, or proof of death or inability to act shall be required.

In event of default, foreclosure and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows:

First, to the payment of the expense of this trust and its execution, and all sums expended or become liable for on account of any of the provisions of this trust deed.

Second, to the payment of the debt secured by this instrument. The Trustee will hold any balance subject to the order of the Grantors, or to the order of the holder of inferior liens, if any.

In addition to the power of the sale above provided, the holder of the debt hereby secured shall have the right to proceed in a court of equity to foreclosure of this deed of trust, and shall be entitled to judgment for his debt and any advances lawfully made by him under the provisions of this deed of trust. He shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the property either at a Trustee's Sale or at sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

In the event the holder of the debt and/or the Trustee shall be made parties to any litigation involving the property herein described, any court costs, expenses and fees reasonably incurred shall be chargeable to the Grantors, bear interest from date of payment at the maximum legal rate, be repayable on demand, and secured by this Instrument as full as the principal debt.

Executed by Grantors, effective as of the 16th day of September, 1985.

Mildred Hill Gibson

STATE OF Tennessee:

COUNTY OF Davidson:

On this 16th day of September, 1985, before me personally appeared Mildred Hill Gibson to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

37.8.2 IDENTIF. REFERENCE SEP 19 11 14 AM '85 FELIX Z. WILSON II REGISTER DAVIDSON COUNTY

Notary Public

My commission expires: 11/1/87

R. ROGERS NOTARY PUBLIC AT LARGE

STATE OF:

COUNTY OF:

On this day of, 19, before me personally appeared and with whom I am personally acquainted, and who upon oath acknowledged themselves to be the and, respectively, of within named bargainor, a corporation, and that they are such Officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Officer(s) thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Notary Public

My commission expires:

STATE TAX .....$
CLERK'S FEE .....$
TOTAL.....$ PAID

DEPUTY COUNTY COURT CLERK

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

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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

10944.00- MAMT.
8.90 MSTAX
.60 PRFEE
6.00 TDEED
CHECK 15.40-
8532A09/19/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37826

IDENTIFICATION REFERENCE

SEP 19 11 14 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 174223