

NUMBER 19430 V

RECORDED SEPT. 27, 1927

MIZELLA BURTON GRANT ET AL
TO TENNESSEE DEED OF TRUST
ANDREW L. TODD, TRUSTEE

1128 PAGE NO. 562
H.O.D.C. TENN.

THIS INDENTURE MADE THE 3RD DAY OF SEPTEMBER, 1927, BY AND BETWEEN MIZELLA BURTON GRANT AND OTIS P. GRANT, HER HUSBAND, HEREINAFTER DESIGNATED AS THE GRANTORS OF NASHVILLE, TENNESSEE, AND ANDREW L. TODD, OF MURFREESBORO, IN SAID STATE, HEREINAFTER DESIGNATED AS THE TRUSTEE AND ANDREW L. TODD, INCORPORATED, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE, WITH AN OFFICE AT NASHVILLE, TENN., HEREINAFTER DESIGNATED AS THE BENEFICIARY (SAID DESIGNATIONS SHALL INCLUDE THE SUCCESSORS IN INTEREST OR ASSIGNEES OF THE RESPECTIVE PARTIES) WITNESSETH THAT THE GRANTORS IN CONSIDERATION OF ONE DOLLAR (\$1.00) THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, AND OTHER CONSIDERATIONS HEREINAFTER MENTIONED, DO HEREBY BARGAIN, SELL, ^{GRANT AND} CONVEY TO THE TRUSTEE, THE FOLLOWING REAL ESTATE, WITH ALL IMPROVEMENTS FIXTURES AND APPURTENANCES, SITUATED IN DAVIDSON COUNTY, TENNESSEE, BEING LOTS NOS. 12 AND 13 ON THE PLAN OF GREEN HILLS SUBDIVISION AS OF RECORD IN BOOK 547, PAGE 128, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT NO. 12 FRONTS 100 FEET ON THE NORTHERLY SIDE OF OBSERVATORY DRIVE, AND RUNS BACK 194 FEET ON THE EAST LINE AND 283½ FEET ON THE WEST LINE TO A DEAD LINE, WHICH IS THE NORTH LINE OF SAID SUBDIVISION AND SHOWS 225 FEET ON SAID DEAD LINE. SAID LOT NO. 13 IS DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHWESTERLY MARGIN OF OBSERVATORY DRIVE AT THE SOUTHWEST CORNER OF LOT NO. 12 AND RUNNING THENCE WITH THE LINE BETWEEN LOTS 12 AND 13 AND IN A NORTHWESTERLY DIRECTION 283 FEET 6 INCHES TO THE SOUTH LINE OF THE NOEL PROPERTY, WHICH LINE IS THE ORIGINAL NORTH LINE OF SAID SUBDIVISION; THENCE WITH SAID LINE WESTWARDLY 83 FEET; THENCE WITH THE ORIGINAL WEST LINE OF SAID SUBDIVISION, SOUTHWARDLY 231½ FEET TO THE NORTHWEST CORNER OF LOT NO. 14 ON SAID PLAN; THENCE WITH THE NORTH LINE OF SAID LOT IN A SOUTHEASTERLY DIRECTION 202½ FEET TO THE WESTERLY MARGIN OF SAID DRIVE; THENCE WITH THE SAME IN A NORTHEASTERLY DIRECTION 100 FEET TO THE BEGINNING. THE 2 LOTS ABOVE DESCRIBED BEING THE SAME CONVEYED TO MIZELLA BURTON GRANT BY DEED FROM AMERICAN TRUST CO., TRUSTEE OF RECORD IN BOOK 716, PAGE 312, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. TO HAVE AND TO HOLD THE SAME TO THE TRUSTEE, AND THE SUCCESSORS IN INTEREST OF THE TRUSTEE FOREVER. AND THE GRANTORS COVENANT THAT THEY ARE LAWFULLY SEIZED AND POSSESSED OF SAID PROPERTY, AND THAT THEY HAVE GOOD RIGHT TO SELL AND CONVEY IT, AND THAT SAME IS FREE FROM ENCUMBRANCE AND THAT THEY HEREBY BIND THEMSELVES AND THEIR SUCCESSORS IN INTEREST TO WARRANT AND DEFEND THE TITLE THERTO, AND EVERY PART THEREOF AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER. THIS CONVEYANCE IS MADE IN TRUST TO SECURE THE PAYMENT OF THE SUM OF NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) FOR MONEY LOANED, EVIDENCED BY A PRINCIPAL NOTE OF EVEN DATE, EXECUTED BY THE GRANTORS TO THE BENEFICIARY, PAYABLE AS FOLLOWS: TWO HUNDRED SEVENTY AND 00/100 DOLLARS PAYABLE ON APRIL 1, 1928, OCTOBER 1, 1928, APRIL 1, 1929, OCTOBER 1, 1929, APRIL 1, 1930, OCTOBER 1, 1930, APRIL 1, 1931, OCTOBER 1, 1931, APRIL 1, 1932, OCTOBER 1, 1932, APRIL 1, 1933, OCTOBER 1, 1933, APRIL 1, 1934, OCTOBER 1, 1934, APRIL 1, 1935, OCTOBER 1, 1935, APRIL 1, 1936, OCTOBER 1, 1936, APRIL 1, 1937, OCTOBER 1, 1937, OCTOBER 1, 1938, APRIL 1, 1939, OCTOBER 1, 1939, APRIL 1, 1940, OCTOBER 1, 1940, APRIL 1, 1941, OCTOBER 1, 1941, APRIL 1, 1942, OCTOBER 1, 1942, APRIL 1, 1943, OCTOBER 1, 1943, APRIL 1, 1944, OCTOBER 1, 1944, APRIL 1, 1945, OCTOBER 1, 1945, APRIL 1, 1946, OCTOBER 1, 1946, APRIL 1, 1947, OCTOBER 1, 1947, APRIL 1, 1948, OCTOBER 1, 1948, APRIL 1, 1949, OCTOBER 1, 1949, APRIL 1, 1950, OCTOBER 1, 1950, APRIL 1, 1951, OCTOBER 1, 1951, APRIL 1, 1952, OCTOBER 1, 1952, APRIL 1, 1953, OCTOBER 1, 1953, APRIL 1, 1954, OCTOBER 1, 1954, APRIL 1, 1955, OCTOBER 1, 1955, APRIL 1, 1956, OCTOBER 1, 1956, APRIL 1, 1957, OCTOBER 1, 1957, APRIL 1, 1958, OCTOBER 1, 1958, APRIL 1, 1959, OCTOBER 1, 1959, APRIL 1, 1960, OCTOBER 1, 1960, APRIL 1, 1961, OCTOBER 1, 1961, APRIL 1, 1962, OCTOBER 1, 1962, APRIL 1, 1963, OCTOBER 1, 1963, APRIL 1, 1964, OCTOBER 1, 1964, APRIL 1, 1965, OCTOBER 1, 1965, APRIL 1, 1966, OCTOBER 1, 1966, APRIL 1, 1967, OCTOBER 1, 1967, APRIL 1, 1968, OCTOBER 1, 1968, APRIL 1, 1969, OCTOBER 1, 1969, APRIL 1, 1970, OCTOBER 1, 1970, APRIL 1, 1971, OCTOBER 1, 1971, APRIL 1, 1972, OCTOBER 1, 1972, APRIL 1, 1973, OCTOBER 1, 1973, APRIL 1, 1974, OCTOBER 1, 1974, APRIL 1, 1975, OCTOBER 1, 1975, APRIL 1, 1976, OCTOBER 1, 1976, APRIL 1, 1977, OCTOBER 1, 1977, APRIL 1, 1978, OCTOBER 1, 1978, APRIL 1, 1979, OCTOBER 1, 1979, APRIL 1, 1980, OCTOBER 1, 1980, APRIL 1, 1981, OCTOBER 1, 1981, APRIL 1, 1982, OCTOBER 1, 1982, APRIL 1, 1983, OCTOBER 1, 1983, APRIL 1, 1984, OCTOBER 1, 1984, APRIL 1, 1985, OCTOBER 1, 1985, APRIL 1, 1986, OCTOBER 1, 1986, APRIL 1, 1987, OCTOBER 1, 1987, APRIL 1, 1988, OCTOBER 1, 1988, APRIL 1, 1989, OCTOBER 1, 1989, APRIL 1, 1990, OCTOBER 1, 1990, APRIL 1, 1991, OCTOBER 1, 1991, APRIL 1, 1992, OCTOBER 1, 1992, APRIL 1, 1993, OCTOBER 1, 1993, APRIL 1, 1994, OCTOBER 1, 1994, APRIL 1, 1995, OCTOBER 1, 1995, APRIL 1, 1996, OCTOBER 1, 1996, APRIL 1, 1997, OCTOBER 1, 1997, WITH INTEREST THEREON FROM DATE AT THE RATE OF 5½ PER CENTUM PER ANNUM, TO BE PAID ON OCTOBER NEXT, AND SEMI-ANNUALLY THEREAFTER AND TEN PER CENT ATTORNEY'S FEE IN CASE OF SUIT OR IF THIS NOTE IS PLACED WITH AN ATTORNEY FOR COLLECTION

AND WITH THE PRIVILEGE OF MAKING PAYMENTS UPON THE PRINCIPAL PRIOR TO MATURITY IN ACCORDANCE WITH STIPULATION THEREIN. THE GRANTORS COVENANT AND AGREE:

1. TO PAY SAID NOTE AS HEREIN AND IN SAID NOTE PROVIDED.
2. DURING THE LIFE OF THIS TRUST DEED THE GRANTORS WILL KEEP THE BUILDINGS NOW UPON SAID PREMISES TOGETHER WITH THE FIXTURES AND ANY BUILDING OR BUILDINGS AND FIXTURES WHICH MAY BE PLACED ON SAID PREMISES INSURED AGAINST LOSS BY FIRE IN AMOUNT AND IN COMPANIES SATISFACTORY TO THE BENEFICIARY, THE POLICIES, ENDORSED LOSS PAYABLE TO THE BENEFICIARY AND RENEWALS THEREON SEVEN DAYS BEFORE THE EXPIRATION OF THE OLD POLICIES SHALL BE DELIVERED TO THE BENEFICIARY AT ITS HOME OFFICE. IN DEFAULT THEREOF THE BENEFICIARY MAY TAKE OUT INSURANCE AS IT MAY DETERMINE AND THE AMOUNT THEREOF SHALL BE CHARGED TO AND PAID ON DEMAND BY THE GRANTORS SHALL BEAR INTEREST AT THE SAME RATE AS SAID NOTE AFTER DEFAULT AND SHALL BECOME A PART OF THE DEBT HEREBY SECURED.
3. THE GRANTORS WILL PAY BEFORE THEY BECOME DELINQUENT, ALL TAXES, ASSESSMENTS, WATER RATES AND LIENS WHICH MAY BE LAWFULLY ASSESSED OR CREATED AGAINST SAID PREMISES AND WILL IMMEDIATELY DELIVER TO THE BENEFICIARY AT ITS HOME OFFICE RECEIPTS FOR THE AMOUNTS SO PAID BY THE GRANTORS, IN DEFAULT THEREOF THE BENEFICIARY MAY PAY THE SAME WITH ANY ACCRUED PENALTIES AND INTEREST AND THE AMOUNT SO PAID INCLUDING THE AMOUNT FOR EXPENSES AND REASONABLE ATTORNEY'S FEES WITH INTEREST AT THE RATE PROVIDED AFTER DEFAULT IN SAID NOTE WILL BE REPAID BY THE GRANTORS AND SHALL BECOME A PART OF THE DEBT HEREBY SECURED.
4. IN THE EVENT OF THE PASSAGE, AFTER THE DATE OF THIS TRUST DEED OF ANY LAW OF THE STATE OF TENNESSEE, DEDUCTING FROM THE VALUE OF LAND FOR THE PURPOSES OF TAXATION ANY LIEN THEREON, OR PROVIDING OR CHANGING IN ANY WAY THE LAWS NOW IN FORCE, FOR THE TAXATION OF TRUST DEEDS OR DEBTS SECURED THEREBY FOR STATE OR LOCAL PURPOSES OR THE MANNER OF THE COLLECTION OF ANY SUCH TAXES, SO AS TO AFFECT THE INTEREST OF THE BENEFICIARY, THE ENTIRE INDEBTEDNESS SECURED BY THIS TRUST DEED SHALL AT THE OPTION OF THE BENEFICIARY, WITHOUT NOTICE TO ANY PARTY, BECOME IMMEDIATELY DUE AND PAYABLE.
5. AT THE OPTION OF THE BENEFICIARY THE ENTIRE INDEBTEDNESS SHALL IMMEDIATELY BECOME DUE, PAYABLE AND COLLECTIBLE IF THE GRANTORS SHALL ASSIGN THE RENTS OR ANY PART OF THE RENTS OF THE MORTGAGED PREMISES WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY OR UPON THE ACTUAL OR THREATENED DEMOLITION OR REMOVAL OF ANY BUILDING ERECTED OR TO BE ERECTED UPON SAID PREMISES.
6. TO PAY SUCH EXPENSES AND FEES AS MAY BECOME NECESSARY OR BE INCURRED IN THE PROTECTION OF THE PROPERTY AND THE MAINTENANCE AND EXECUTION OF THIS TRUST.
7. IF THE TRUSTEE SHALL BE UNABLE OR REFUSE TO ACT, THE BENEFICIARY, BY A DULY ACKNOWLEDGED INSTRUMENT IN WRITING MAY APPOINT A NEW TRUSTEE AND WHEN SUCH INSTRUMENT SHALL HAVE BEEN REGISTERED, THE SUBSTITUTED TRUSTEE NAMED THEREIN SHALL BE VESTED WITH THE TITLE TO SAID REAL ESTATE, AND WITH ALL THE POWERS HEREBY VESTED IN THE TRUSTEE NAMED HEREIN. THE NECESSITY OF ANY TRUSTEE MAKING OATH OR GIVING BOND IS HEREBY EXPRESSLY WAIVED.
8. UNTIL DEFAULT THE GRANTORS MAY RETAIN POSSESSION, USE AND ENJOYMENT OF SAID PREMISES. IF THE GRANTORS SHALL FAIL TO PAY SAID INDEBTEDNESS OR ANY PART THEREOF WHEN DUE OR TO PERFORM ANY COVENANT OR AGREEMENT AT THE OPTION OF THE BENEFICIARY THE ENTIRE INDEBTEDNESS HEREBY SECURED SHALL IMMEDIATELY BECOME DUE, PAYABLE AND COLLECTIBLE WITHOUT NOTICE, REGARDLESS OF MATURITY AND THIS TRUST DEED MAY BE FORECLOSED BY JUDICIAL PROCEEDINGS OR THE TRUSTEE OR THE SUCCESSOR OF THE TRUSTEE IS HEREBY AUTHORIZED AND EMPOWERED TO ENTER AND TAKE POSSESSION OF SAID PREMISES AND BEFORE OR AFTER ENTRY TO ADVERTISE THE SAME BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN SAID COUNTY ONCE A WEEK, FOR FOUR