

**This Deed of Trust,** Made this 12th day of January 19<sup>65</sup> 199

between LINCOLN M. HARWOOD and wife, FRANCES ELOISE HARWOOD

part ies of the first part and Nellie W. Fields

Trustee, party of the second part.

**Witnesseth:** That for and in consideration of the sum of one dollar cash in hand paid, receipt whereof is hereby acknowledged, and the other considerations hereinafter mentioned, the parties of the first part have bargained and sold, and do hereby grant bargain, sell, transfer and convey unto the party of the second part, his successor, assigns, etc., with general warranty of title, the following described real estate, to-wit:—

Located in the 14th CIVIL DISTRICT of Washington County, Tennessee, and more particularly described as follows to-wit:

BEGINNING at a point, corner to Fish, Susong, and the property herein conveyed. Thence N. 79° E. along the divisional line of Susong property and property herein conveyed, 500 feet to a point, corner to Susong and property herein conveyed. Thence S. 22° E. along the divisional line of Susong property and property herein conveyed 106 feet to a point, corner to Susong property and property herein conveyed. Thence S. 81° E. along the divisional line of Susong property and property herein conveyed 900 feet to a point, corner to Susong property and property herein conveyed. Thence S. 10° W. along the divisional line of Susong property and property herein conveyed 798 feet to a point, corner to Susong, Harwood, and property herein conveyed. Thence S. 87° E. 914½ feet to a point, corner to Harwood, Susong and property herein conveyed. Thence S. 24° W. along the divisional line of Harwood property and property herein conveyed 359 feet to a point, corner to Harwood, Garst, and property herein conveyed. Thence N. 88° W. along the divisional line of Garst property and property herein conveyed 1986 feet to a point, corner to Garst, Fish, and property herein conveyed. Thence N. 5° E. 18 feet to a point, corner to Fish and property herein conveyed. Thence S. 89° W. along the divisional line of property herein conveyed and Fish property 56 feet to a point, corner to Fish and property herein conveyed. Thence N. 7° W. along the divisional line of Fish and property herein conveyed 1205 feet to the place of the BEGINNING, containing 42½ acres, more or less, and being all of that property recorded in DEED BOOK 340, page 337, and part of lands recorded in DEED BOOK 251, page 287, at Jonesboro, Washington County, Tennessee, all to which reference is here made.

It is expressly understood between the parties hereto, that this is a FIRST DEED OF TRUST on the above described real estate.

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**To have and to hold** said property hereby conveyed, together with all improvements and appurtenances thereon or to be placed thereon or thereunto in any wise belonging, unto the party of the second part, to his successors, assigns, etc., forever.

**But this conveyance is made upon the following trust:**

To secure to the order of FRED WALKER, (SINGLE).

the payment of the sum of (\$ 12,000.00 ) Twelve Thousand Dollars & No/100

with interest thereon at the rate of six per centum per annum from the date hereof, evidenced by One (1)

promissory note in the amount of \$12,000.00, payable at the rate \$1,000.00 per year, with 6% int. from date. The parties of the FIRST PART have the right to anticipate the debt and interest thereon at any time.

And said part \_\_\_\_\_ of the first part covenant \_\_\_\_\_ that \_\_\_\_\_ will keep the buildings on said property insured in some solvent company to be approved by said Trustee or the holder of said notes, in at least the sum of \$ \_\_\_\_\_ which policy shall be assigned by standard mortgage clause for the benefit of the debt herein secured.

And said part \_\_\_\_\_ of the first part covenant s that they will promptly pay said sum of \$ 12,000.00 and the interest thereon, as the same shall become due and payable, according to the terms and conditions of this deed and the notes evidencing said debt, and will also pay the tax and fees for executing and recording this deed.

And as to the debt secured by this deed said part ies of the first part hereby waive s the benefit of their homestead and all other exemptions.

And said part ies of the first part covenant s that they will promptly pay for all insurance upon said property and all taxes and assessments on the same, and should they fail to insure the same or to pay the insurance, or any taxes and assessments, then said Trustee or the holder of the said notes may take out such insurance and pay for same, and pay any taxes and assessments as the same shall become due, and any sum so paid shall with interest from the day of payment, become a part of the debt secured by this deed and be due and payable with the first or next note or ensuing installment of interest due herewith.

If default be made in payment of any portion of said principal sum when due or in the payment of any interest or sum paid for insurance, taxes or assessments as the same shall respectively fall due thereupon, all the debt herein secured shall forthwith become due at the option of the holder of said notes and said Trustee shall upon being requested so to do by the holder of said notes and after advertising the time and place and terms of sale for thirty-one days by publication in this Herald & Tribune a newspaper published in Washington County, Tennessee, then proceed to sell the property hereby conveyed at public sale, on the premises or at such place as said Trustee may deem most beneficial to the trust, for cash in hand and in bar of all homestead and dower rights and in bar of the right of equity of redemption all of which are hereby expressly waived.

Said Trustee shall apply the proceeds of such sale as follows:

- (1) To the payment of the costs of executing this trust, including legal commission to said Trustee, upon the gross amount of said sale, which said costs and commission shall constitute a lien on said property and which shall accrue upon advertisement of same.
- (2) To the payment of the whole of said debt herein secured, principal and interest, and any sums paid for insurance, taxes or assessments.
- (3) To the payment of all taxes, assessments and insurance then due on said property and unpaid.
- (4) The residue, if any, shall be paid to the order of the part ies of the first part.



In the event of the death, absence, inability or refusal of the Trustee to act at any time when action under the within powers may be required, the owner of the debt herein secured is hereby authorized to name or appoint a successor or successors to execute the within trust, and the title herein conveyed to said Trustee shall be vested in said successor or successors; which appointment shall be in writing and acknowledged by law, and shall be duly registered in the office of the Register of Deeds of Washington County, at Jonesboro, Tennessee.

It is expressly understood and agreed that as to the covenants and warranties by the female grantor herein contained, the same are made with reference to her separate estate as a source of credit.

It is the intention of this deed to authorize, at the option of the holder of the debt herein secured, an immediate sale of said property and the collection of the whole of the principal of said debt and interest and any sum paid for insurance, taxes or assessments, upon default being made in the payment of any of said notes or interest or sum paid for insurance, taxes or assessments as the same shall respectively become due and payable, either by the terms of said notes or the provisions of this deed, without regard to the date of maturity of any notes or interest not then due designated herein. Should the debt herein secured be fully paid, then this deed shall be released at the cost of said part ies of the first part.

And the part ies of the first part hereby covenant s that they have the right to convey said property; that they have done no act to encumber the same; that in case of sale under this deed the purchaser s shall have quiet and peaceful possession of said property free from all encumbrances, and said Trustee is authorized to make a deed to the purchaser s and immediately upon such sale the part ies of the first part shall become the tenant s at will of the purchaser, and the part ies of the first part covenant s they will execute such other and further assurances thereof as may be requisite, and in no case shall the purchaser, in case of sale, be required to look to the application of the purchase money.

The part ies of the first part ha ve the right to anticipate said debt and interest thereon at any time. It is further agreed that this deed shall secure this debt or any renewal thereof, which may be mutually arranged by the holder of said notes, with the part ies of the first part.

IN TESTIMONY WHEREOF, WITNESS the signature s and seal s of the part ies of the first part, hereunto affixed on the day and year herein written.

*Lincoln M. Harwood*  
*Frances Eloise Harwood*

STATE OF TENNESSEE . . . }  
COUNTY OF Washington } s. s.

ADAM BACON, a Notary Public at Large

Personally appeared before me \_\_\_\_\_  
~~Notary Public~~ for said County and State, LINCOLN M. HARWOOD and wife, FRANCES ELOISE HARWOOD

the within named bargainer 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 office, in, Washington County, Tennessee  
this 12<sup>th</sup> day of January 1965

My commission expires:  
June 23, 1968

*Adam Bacon*  
NOTARY PUBLIC. at Large

STATE OF TENNESSEE  
WASHINGTON COUNTY Feb. 15, 1966 12:59 P. M. O'Clock  
Then was the foregoing instrument received for Registration with Certificate thereon, entered in Note Book No. 22 Page 29 Recorded in Trust Book No. 421 Page 199 Fee \$ 4.50 Paid.



J. E. HARTMAN, REGISTER  
By *Mary Lute Harris*  
Deputy Register

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to { **Deed  
of Trust**

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TRUSTEE

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