

No. 14 N. 36-14 W. one hundred and eighty (180) feet to line of Lot No. 15; thence with line of Lot No. 15 S. 45-27 W. six ty eight and five tenths (68.5) feet to corner of Lot No. 12; thence with line of Lot No. 12 S. 36-14 E. one hundred and eighty (180) feet to an iron pin on Mills Avenue; thence with Mills Avenue N. 45-27 E. six ty eight and five tenths (68.5) feet to the beginning corner, being the same lot conveyed to me by C. D. Wilson by deed dated February 5, 1920, and recorded in said office in Book 66, at page 529; the true intent and meaning hereof being that after said Southern Guaranty and Trust Company (successor to Title Guaranty and Trust Company) shall have reimbursed itself for all amounts which it may have expended in accordance with the trust deed first hereinabove referred to, and after deducting all amounts which may then be owing to said trustee, with interest as provided therein, and after the payment of the said Mortgage to The Penn Mutual Life Insurance Company, then said trustee is hereby authorized and requested to apply any surplus proceeds of sale to the repayment of any amounts heretofore or hereafter advanced by said Walter D. Barr to me or for my benefit (whether for Mortgage principal, interest, taxes, insurance or be said used to Southern Guaranty and Trust Company and The Peoples National Bank of Knoxville or otherwise), with interest thereon from the respective dates when the same may have been so advanced; the intention being that this paper shall constitute an equitable Mortgage upon my interest in said land and in the proceeds of sale thereof, subject to the first Mortgage to The Penn Mutual Life Insurance Company hereinabove referred to.

Together with all and singular the rights, Members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

To Have and to hold all and singular the premises before mentioned unto the said Walter D. Barr, his heirs and assigns forever. And I do hereby bind my self, my heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Walter D. Barr, his heirs and assigns, from and against my self, my heirs, executors, administrators, and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if I, the said Mortgagee, do and shall such and truly pay or cause to be paid unto the said Mortgagee the various amounts heretofore and hereafter paid by him as aforesaid, with interest thereon, then this equitable Mortgage shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

And it is agreed by and between the said parties that said Mortgagee is to hold and enjoy the said premises until default of payment shall be made.

Witness my hand and seal this the third day of September in the year of our Lord one thousand nine hundred and thirty two and in the one hundred and fifty seventh year of the independence of the United States of America.

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