

together with all the privileges and appurtenances to the same belonging, and all rents, issues, and profits which may arise, or be had therefrom.

TO HAVE AND TO HOLD the same to the Party of the Second Part, and to his successors in trust and assigns forever.

And the Parties of the First Part, for themselves, and for their heirs, executors, administrators, and assigns, covenant that they are lawfully seized in fee simple of said land;

that the same is free and clear from all taxes, liens, and encumbrances whatsoever, except ANY BALANCE OF ANY MORTGAGES RESTING AGAINST THE PROPERTY HEREBY CONVEYED AND THE 1960 TAXES TO WHICH THIS CONVEYANCE IS MADE SUBJECT:

and that THEY HAVE good right, full power, and lawful authority to convey the same; and the title there- to THEY will warrant and forever defend against the lawful claims of any or all persons whomsoever

But this conveyance is made in trust for the following purposes and not otherwise:

TO SECURE THE PAYMENT OF THAT CERTAIN PROMISSORY NOTE, OF EVEN DATE HEREWITH, EXECUTED BY - - - HENRY W. BROCKMAN AND WIFE,

FAYE C. BROCKMAN,
PAYABLE TO - ASA L. WHITAKER AND WIFE,
MARY E. WHITAKER

IN THE AMOUNT OF THREE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$3,850.00) DOLLARS, WITHOUT INTEREST, said note being due and payable on or before one year from date hereof;

Each installment of principal and each installment of interest of said note bears interest after the due date at the rate of six per cent per annum, payable annually, and all installments of principal and interest are payable TO - ASA L. WHITAKER, ET UX., IN KNOXVILLE, TENNESSEE. Said note also provides, and it is made a part of this contract, that all installments of both principal and interest are payable in lawful money of the United States of America.

Said note also provide s that in case same is placed in the hands of an attorney for collection by suit or otherwise, or to enforce its collection, or to protect the security for its payment, the makers will pay all costs of collection and litigation, together with ten per cent attorney's fee, and the same shall be a lien upon the premises herein conveyed, and enforced by a sale of the property as herewith provided.

Said note further provide s and it is made a part of this contract that upon the makers' failure to pay any one of said notes or any installment or interest on said note when due, then the remaining pay- ments shall at once become due and payable at the option of the legal holder of said note and be at once collectible as herein provided.

As further security for the payment of said note, the Parties of the First Part agree to keep the buildings now standing or which may be hereafter erected on the above property, insured against loss by fire and extended and additional extended coverage in some insurance company or com- panies to the approval of the Beneficiary, in an amount not less than \$ 3,850.00, and assign to the Beneficiary all such policy or policies of insurance.

And the Parties of the First Part hereby covenant that they will deposit all policies of insurance covering the above property with the Beneficiary, their Heirs, and assigns, to be held as long as this loan is in force, and a violation of this covenant gives the Beneficiary their Heirs, and assigns the right to foreclose this loan.

And should the Parties of the First Part fail to effect such insurance in the amount named above, then the Beneficiary, their Heirs, and assigns, is hereby authorized to effect the same, and the amounts paid for premiums shall become a lien on the above property, and bear interest from