

VI 1474 INE 438

is subordinate, junior and inferior), from Grantor herein to Trustee herein to secure the payment of the total original principal amount of \$2,650,000.00 owed upon four separate notes also dated June 23, 1967, the 1967 First Mortgage Note payable to the order of Beneficiary in the original principal amount of \$1,200,000.00; a similar first mortgage note payable to the order of Life and Casualty Insurance Company of Tennessee in the original principal amount of \$300,000.00; the 1967 Second Mortgage Note payable to the order of Beneficiary in the original principal amount of \$200,000.00; and a similar second mortgage note payable to the order of Life and Casualty Insurance Company of Tennessee in the original principal amount of \$200,000.00; subject also

- (i) the exceptions hereinabove noted or noted on said exhibits,
- (ii) the lien of any current taxes, (iii) governmental zoning and subdivision ordinances or regulations, effecting the encumbered real estate.

This conveyance is made in trust, however, to secure the payment of the indebtedness evidenced by the Notes. If Grantor therefore shall duly and punctually pay or cause to be paid the principal of and interest on the Notes and duly and punctually perform all things on its part to be done or performed under the Agreement and this Deed of Trust, then this Deed of Trust shall be null and void and shall be released or satisfied at the cost and request of the Grantor; otherwise, the same shall remain in full force and effect.

0.43.6

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