For your Information

\$200 STANSSTANS BOX OF STANSFORM STA

January 22, 1980

REGRESSERY

DEED OF TRUST

| Sevierville, Tennessee. | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| KNOW ALL MEN BY THESE PRESENTS | S: That _THE ENGLISH MOUNTAIN PROPERTY |
| OWNERS ASSOCIATION, INC. a Tennessee no | |
| | e matter herein recited, have granted, bargained, sold and |
| conveyed and do hereby grant, bargain, sell a Trustee, and to his successors in office to be mentioned, the following described real estat | e appointed by the holder of the indebtedness herinafter |
| division, in the First Civil District, on a map dated March, 1966, and record Register's office of Sevier County, Te portions thereof heretofore subdivided of Sections A, Ba, J, I, Pa, P, N, G, | led in Map Book 8 at page 96 in the |
| further excepting therefrom that porti | on of Tract one described as follows: |
| known as the Olympic Pool and Bath Hou northwest of the intersection of Cove Drive and bounded on the east by Cove House Condominium site and on the West area, all as shown and described in a 576 in the Register's Office of Sevier | Road, Country Store Road, and Alpine Road, on the North by the Canterbury by the English Mountain Recreation deed recorded in Deed Book 256, page County Tennessee County |
| No Ito St To | the foregoing Instrument and Certificate were noted in one Book & Page 12 AVISTO clock A M. 4-35 19 80 on No. 2432; Recorded TR Brok & 13 Page 53 ato Tax 198 of Fee 50 Recorded 900. Ct. Mouse Fund 100 oral 908. To Recorded 3353 |
| with the heridalments and appurtenances the stead and Dower therein. | ereunto appertaining, hereby releasing all claim to Home- |
| TO HAVE AND TO HOLD said premise forever. | es to the said Trustee, his successors in trust and assigns, |
| Grantors covenant with said Trustee, seized and possessed of said premises, bare unincumbered | his successors in trust and assigns, that MAXXXX lawfully a good and lawful right to convey same, that same |
| | the title thereto against the lawful claims of all persons. |
| But this instrument is made in trust to | the said Trustee for the following uses and purposes; |
| whereas said English Mountain Property | Owners-Association, Inc. is |
| justly indebted to Continental Bankers L | ife Insurance Company of the South |
| in the sum of Two Hundred Thousand (\$2) evidenced as follows: By its certain promissory note de | ue and payable January 1, 1985 |

January 1, 1981 **Annually** with interest thereon from state at _seven___per cent, payable _ Now, therefore, if the said grantors, HONKINGANYERKKRANNERSHARKENERS shall pay to the said Continental Bankers Life Insurance Company of the South cessors executors restained to the indebtedness above mentioned, with interest, as and when due and payable, keep the taxes on said property paid when due, and keep said premises insured against loss by fire and windstorm in a reliable company townskieschibantinaxxxxxxxxxxxxxxxxxproperly assigned and with a loss payable clause in favor of the beneficiary herein and not commit waste on said premises, then these presents and the estate hereby conveyed shall cease and become void. Should default be made in the payment of the above indebtedness, or any part thereof, or interest thereon, when the same becomes due and payable, or in the performance of any of the terms or conditions of this trust deed or of the notes secured hereby, then the whole sum of money hereby secured may, at the option of the holder of said indebtedness, be declared due and payable at once and this trust deed foreclosed; and the trustee hereunder, or his successors, at the request of the beneficiary hereunder, or the representatives or assigns of such beneficiary, after giving notice as required by Sections 35-501 et seq Tennessee Code Annotated, shall, at the time and place fixed in such notice, proceed to sell said properly at public auction, for cash in hand, in bar of the right and equity of redemption, Homestead and Dower and exemptions of every kind, all of which are hereby waived and surrendered, and the said Trustee, or his successors, is authorized to make deed to the purchaser, to pay off said debt, with interest and costs, including an attorney's fee of 10%, and the balance, if any to the makers hereof, or their assigns. Should the trustee, or the beneficiary herein, be made a party to any suit involving said property,* they shall be awarded reasonable expenses, costs and attorney's fees incident to such suit, and the same shall be a further lien against said property enforceable in the same manner as the principal obligation. In event of default in the payment of said obligation or in case of sale hereunder, grantots will at once surrender possession of said premises and will thereafter become tenants at will of the beneficiary hereunder, or of the purchaser, and removable by unlawful detainer, and will become liable for the reasonable rental value of said property after such default or sale. The beneficiary hereunder may bid at any foreclosure sale held hereunder. The Trustee is excused from giving bond or otherwise qualifying. _day of __January____, 19_80_. This __ 22 d * on account of the wrongful act or omission of grantor English Mountain Property Owners Association, Inc. ATTEST: Secre

| STATE OF TENNESSEE | |
|-------------------------------------------------------------------------------------------|------------------------------------------------|
| Before me, the undersigned authority, per | rsonally appeared the within named bargainor |
| with whom I am personally acquainted and who strument for the purposes therein contained. | acknowledged thathe_executed the foregoing in- |
| Witness my hand and official seal at offic | e in said State and County thisday |
| of, 19 | |
| My Commission expires: | NOTARY PUBLIC |
| Noted in Note BookpageIte | m Noand recorded in Trust Deed Book |

Register of Deeds.

| | STATE OF OHIO |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | COUNTY OF Warren |
| | Before me, the undersigned authority, personally appeared Willard Hopkins, with whom I am personally acquainted and who acknowledges that he executed the foregoing instrument for the purposes therein contained as President of the English Mountain Property Owners Association, Inc. |
| | Witness my hand and official seal at office in said State and County, this 26 day of Juna, 1980. |
| ` | Willard E. Hychem |
| | My commission expires: DAVE W. WITHOM My Commission Expires May 7, 1983 My commission Expires May 7, 1983 |
| | COUNTY OF Warren |
| | Before me, the undersigned authority, personally appeared Anna Mae -Keaffaber, with whom I am personally acquainted and who acknowledges that she executed the foregoing instrument for the purposes therein contained as Secretary of the English Mountain Property Owners Association, Inc. |
| | Witness my hand and official seal at office in said State and County, this 26 Hday of January, 1980. |
| | My Commission Expires May 7, 1983 My commission expires May 7, 1983 Notary Public Notary Public |
| | Received for record the day of, 19 at |
| | o'clockM. Noted in Note Book page Item No and recorded in Trust Deed Book |
| | The models |

Register of Deeds.