DEED OF TRUST

THIS INDENTURE made this 30th day of July, 19 74, by and between

W. H. LOVELL AND WIFE, FRANCIS W. LOVELL

(herein "Borrower"), Vaden Lackey, Jr., Trustee (herein "Trustee") and FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION of Nashville, an Association organized and existing under an Act of Congress dated June 13, 1933, and Amendments thereto, with its principal office in Davidson County, Tennessee, (herein "Lender").

WITNESSETH: That Borrower, in consideration of the indebtedness incurred, and other good and valuable consideration, the receipt of which is hereby acknowledged, irrevocably hereby grants and conveys unto Trustee the following described property located in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Section One, Part Two, Addition to Fairway View Subdivision, as of record in Book 4675, page 55, Register's Office for Davidson County, Tennessee, to which reference is here made for a full and complete description.

Being the same property conveyed to W. H. Lovell and wife, Francis W. Lovell by deed from C. A. Wilson, Trustee of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

JUL 31 77	MORTG	23,900.00				
JUL 31 77	S TAX		A*	21.90		
JUL 31 77	PR FEE		A*	.50		
JUL 31 77	T DEED		A*	8.00	*	30.40

together with all the improvements, tenements and appurtenances, now or hereafter erected on or attached to the property, together with any and all easements serving or benefiting said property, and any or all fixtures now or hereafter attached to said property. Borrower transfers and assigns to Trustee all rents, issues and profits which may arise or be derived from said property, except that Borrower shall be entitled to possession of said property and to collect and retain said rents, issues and profits, until default hereunder.

TO HAVE AND TO HOLD the same to said Trustee, his successors and assigns, forever.

Borrower covenants that Borrower is lawfully seized of said property, or such other estate as is hereinbefore stated; that the same is free and clear of all taxes, liens and encumbrances whatsoever, except as is specifically herein otherwise recited; that Borrower has a good right, full power and lawful authority to convey same, and that Borrower will warrant and defend the aforesaid title thereto, against all claims.

This conveyance is made in trust, however, to secure the payment of an indebtedness due Lender in the principal sum of Twenty Three Thousand Nine Hundred and no/100ths---------- ($ 23,900.00 Dollars, evidenced by a promissory note of even date herewith, with interest and service fee thereon, the term of said note being for a period of 1 years and _____ months from date, the terms of which are incorporated herein by reference, together with any and all renewals, and also for such further sums of money that may be advanced to Borrower. This conveyance is further made in trust to secure the payment of any additional sums of money which may become owing by customer to Lender at any time during the continuance of this deed of trust, and said deed of trust shall remain in full force and effect until all the obligations secured hereby are fully paid.

Borrower further covenants and agrees as follows:

1. Borrower will promptly pay when due the indebtedness as provided, and will pay any prepayment penalty that Borrower and Lender may agree upon in writing.

2. Borrower shall pay to Lender on the date monthly installments of principal and interest are payable under the note a sum (herein "funds") equal to one-twelfth of the yearly taxes, assessments, and ground rents, if any, which may be levied on the property, plus one-twelfth of the yearly premium installments for fire and other hazard insurance covering the property, plus one-twelfth of any yearly premiums for mortgage insurance, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. No earnings or interest shall be payable to Borrower on the funds. Lender shall have the right to hold the funds in any manner Lender selects and may commingle the funds with other moneys held by Lender.

If the amount of the funds held by Lender shall exceed at any time the amount deemed necessary by Lender to provide for the payment of taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be credited to Borrower in such manner as Lender may determine. If the amount of the funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after written notice from Lender, stating the amount of the deficiency, and a failure to so pay shall constitute default hereunder.

Upon payment in full of the sums secured by this deed of trust Lender shall credit to Borrower any funds held by Lender.

3. All payments received by Lender shall be applied, first, in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to interest payable on the note and on future advances, if any, and, last, to the principal of the note and to the principal of future advances, if any.

4. Borrower shall keep the improvements now existing or hereafter erected on the premises insured by insurance carriers satisfactory to Lender, against loss by fire or such hazards, casualties and contingencies as Lender shall designate, in such amounts and for such periods as Lender shall require. All insurance policies and renewals thereof shall be held by Lender and have attached thereto Loss Payable Clauses in favor of and in form acceptable to Lender. In the event of a loss, Borrower will give immediate notice by mail to Lender, which may make Proof of Loss if not made promptly by Borrower, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Lender instead of to Borrower and Lender jointly. The insurance proceeds, or any part thereof, may be applied by Lender at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure under this deed of trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all interest of Borrower in and to any insurance policies shall pass to the party acquiring title.

5. Borrower shall not permit or suffer waste, impairment or deterioration of the property, shall not remove, demolish or alter any improvement now existing or hereafter erected upon the property, unless Lender shall consent thereto in writing, shall keep the property in good repair, and shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property.

Lender may enter upon the premises for the purpose of inspecting the security herein given, at any reasonable time, and may accomplish any of the requirements of this Section that Borrower refuses or neglects to accomplish, in order to preserve the security. In the event the improvements of said premises shall be abandoned or unoccupied for a period of ten (10) days or more, Lender shall have the right to enter the improvements for the purpose of protecting same, and may do such things to this end as is reasonable. Borrower shall pay all taxes, assessments and other governmental charges, fines and impositions attributable to the property, and ground rents, if any, in accordance with Paragraph 2 hereof, or in such other manner as Lender may designate. Borrower shall promptly discharge any lien which has priority over this deed of trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the property or any part thereof.

6. If either Borrower, Trustee or Lender shall become a party to any suit or proceeding at law, in equity, or otherwise, in reference to the interest of Lender in the premises herein conveyed, Borrower agrees to pay the reasonable costs, charges and attorney's fees in such suit or proceedings that may be incurred by Lender or Trustee.

7. If Borrower should convey the property, or any interest therein, to any other party, or should place another mortgage or lien against said property, without first obtaining written consent of Lender, or should a creditor, receiver or trustee in bankruptcy obtain any interest in the property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction, or by means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the holder would otherwise be entitled with the Borrower desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Lender.

8. In the event the property conveyed hereby, or any part thereof, is taken under the power of eminent domain or by conveyance in lieu thereof, the entire proceeds of the award or consideration therefor made to the Borrower or to any lessee of the subject premises, or any part thereof, shall be paid to the holder of the indebtedness secured hereby and applied to the said indebtedness in such manner as the Lender thereof may deem advisable. The Lender is hereby authorized in the name of the Borrower and any lessee of the subject premises, or the assigns of either or both of them, to receive and give acquittance for any such award.

9. Borrower agrees that if a portion or all of the proceeds of the loan secured hereby is for construction, repairs, improvements or betterments of the property, that Lender may inspect said construction, or improvements, and that should such construction, repairs, improvements or betterments not progress in a manner and at a rate acceptable to Lender, then the provisions of this deed of trust shall be in default at the option of Lender.

10. In the event the property conveyed hereby is under a lease, Borrower does agree to and by these presents does pledge, assign and transfer all right, title and interest in said lease to Lender, and if said property is leased in the future Borrower agrees upon demand to pledge, assign and transfer all right, title and interest in said lease to Lender as additional security. However, Borrower reserves the right to collect the rents under any lease until default under this deed of trust or the note secured hereby, in which event the right to collect rents shall immediately pass to Lender.

11. In the event there shall be any default in the payments, terms or provisions of any lien against a portion or all of the property conveyed herein, having priority over the lien created herein, Borrower shall be in default.

In every instance herein where Borrower shall fail to pay any amount when due, or fail to comply with the terms of this instrument, the same shall constitute default hereunder, and Lender at its option may, without limitation, but by way of specific inclusion, do any one of the following:

(a) Demand the entire principal debt, advances hereunder, and accrued interest, service fee and charges;

(b) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the same rate indicated in the evidence of indebtedness, all of which shall be secured by this deed of trust;

(c) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advance will bear interest and service fee at the rate of the evidence of indebtedness, all of which shall be secured by this deed of trust.

12. When all obligations under this deed of trust and the note and notes secured hereby have been discharged in full, Lender shall deliver to Borrower a legally sufficient release of the lien of this deed of trust at Borrower's expense, together with said note or notes duly cancelled.

13. In the event of Borrower's failure to discharge fully and promptly each and every obligation of the note or notes secured, and of this deed of trust, in the manner and upon the terms set forth herein, anything in said note or in this instrument heretofore or hereafter to the contrary notwithstanding, the entire indebtedness and all obligations secured shall at the option of the Lender become immediately due and collectible without notice, and trustee is hereby authorized to advertise the property above described, or any part thereof, once each week for three (3) consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice, and of the terms of the sale, in a newspaper published in the County in which said property is situated, and to sell the said property in whole or in part at its option, and the sale of a part shall not release the remainder as security for the remaining debt unpaid, said sale to be held at the door of the Court House at the County seat of said County, unless said property is located in more than one County, and in that event the sale shall be conducted at the option of trustee in any one of said Counties, at public outcry, to the highest and best bidder for cash and in bar of all equity of redemption, homestead, dower, curtesy and all other rights and exemptions of every kind, all of which are hereby expressly waived. Borrower may bid at said sale.

All parties in interest hereby expressly waive oath, inventory and bond for execution of this trust on the part of the trustee or any successor trustee.

14. In the event of sale under this deed of trust the proceeds shall be applied as follows:

First, to all costs and expenses incident to the sale and executing the trust, including, but not limited to, trustee's fees and attorney's fees;

Second, to all sums secured by this deed of trust; and

Third, the excess, if any, to the person or persons legally entitled thereto, when established to trustee's satisfaction.

From the date of such sale, any party occupying the premises shall become the tenant at will of the purchaser at the sale.

15. In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Borrower, the Lender, may, without notice to the Borrower, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Borrower, and specifically without limitation of said general provision may make any additional advance or renewal mentioned above to such successor or successors in interest without in any way vitiating or discharging the Borrower's liability hereunder, or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Lender, and no extension of the time for the payment of the debt hereby secured given by the Lender, shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein, either in whole or in part.

16. Should the trustee be unable to execute the foregoing trust because of death, disability, resignation, or any other cause, the Secretary of Fidelity Federal Savings & Loan Association of Nashville shall immediately succeed him as trustee, and be vested with all the rights and powers and duties of trustee as provided in this instrument, and it is further expressly agreed that Lender is hereby authorized at its option to appoint in writing a substitute trustee to act instead of the trustee named herein, and to appoint other substitute trustees successively, each of whom shall have and succeed to all the rights and powers of the first trustee named herein. A new trustee may be appointed at any time and the effective time and date shall be at such time as a written instrument is duly recorded in the Register's Office of the County in which the property lies. A successor trustee may be appointed during the time that the trustee or a successor trustee is advertising the property for sale, without the necessity of commencing advertising anew. The trustee or successor may postpone any advertised sale of all or any portion of the property by announcement at the time and place of sale, and in such other manner as trustee or his successor may determine. The foreclosure sale may be cancelled at any time by trustee or his successor prior to delivery of deed, and all provisions of this deed of trust shall remain in full force and effect, including but not limited to trustee's right to conduct a subsequent foreclosure sale.

17. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Lender and Borrower. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Borrower shall be joint and several. The term "Lender" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Borrower has hereunto set its hand this 30th day of July, 1974.

Frances W Lovell

Frances W Lovell

STATE OF TENNESSEE,
Davidson County.

BOOK 4839 PAGE 863

Personally appeared before me, The undersigned, a Notary Public in and for said County and state, the within named W. H. Lovell and wife, Francis W. Lovell

the bargainor 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 Nashville, Tennessee, this 30th day of July, 19 74

Notary Public.

Commission Expires 10-26-74

STATE OF _____
_____ County.

Personally appeared before me, _____, Notary Public in and for said County and State, the within named _____

the bargainor__, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission Expires _____

CORPORATE ACKNOWLEDGEMENT
(For Use of Corporations Only)

STATE OF _____
COUNTY OF _____

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths acknowledged } { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

Notary Public

C 65540

IDENTIF. REFERENCE

JUL 31 3 56 PM '74

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

$23,900.00 No. NC-SP-2383

DEED OF TRUST

W. H. Lovell and wife,
Francis W. Lovell

TO

VADEN LACKEY, JR., Trustee

FOR

Fidelity Federal Savings & Loan Association of Nashville