BOOK 5211 PAGE 847

This Form furnished by Attorneys Title Company, Inc.

Form No. WD-2

FROM

ERVIN M. ENTREKIN, TRUSTEE

TO

Carl E. Turner

For draftsman's use

Prepared by: Ervin M. Entrekin Atty
First American Center
Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carl E. Turner (NAME)	Same (NAME)	117-3-A
#30 Versailles Townhomes (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pce. 30
Nashville, Tennessee 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 19 3 41 PM '77

FELIX Z. WILSON III REG'STER
DAVIDSON CO. TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 44,307.50 Carl E. Turner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF October, 19 77

Mary E. Gray
Notary Public

MY COMMISSION EXPIRES: 4/21/80

(AFFIX SEAL)

E 31956

For and in Consideration of the sum of ----------TEN AND NO/100----------

----------($10.00)---------- DOLLARS

and other good and valuable consideration, the receipt of which is hereby acknowledged,

I, ERVIN M. ENTREKIN, TRUSTEE, with full power to transfer and convey,

have bargained and sold, and by these presents do transfer and convey unto the said

Carl E. Turner

his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Unit No. 30 as shown on the plat of Versailles Apartments of record in Plat Book 5050, page 80, Register's Office for Davidson County, Tennessee, which is a condominium plat. Being part of the same property conveyed to Ervin M. Entrekin, Trustee of record in Book 4714, page 828, Register's Office for Davidson County, Tennessee.

Subject to plat of record and Master Deed and Bylaws which are of record in Book 5168, page 944, in the Register's Office for Davidson County, Tennessee.

As part of the consideration of this transfer, the Grantee agrees to be bound by the terms and conditions of the said Master Deed, Bylaws and all amendments made thereto.

OCT 19E	CONV	44,307.50			
OCT 19E	S'TAX		B*	115.18	
OCT 19E	PR'FEE		B*	.50	
OCT 19E	W'DEED		B*	4.00	* 119.68

BOOK 5211 PAGE 848

WD-2

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

232855

This is {unimproved ( ) / improved (X)} property, known as 3000 Hillsboro Road, Nashville, Tennessee 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Carl E. Turner his heirs and assigns, forever.

And I do covenant with the said Carl E. Turner that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And I, Ervin M. Entrekin, Trustee do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said Carl E. Turner his heirs and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 18th day of October, 19 77.

E. M. Entrekin trustee
ERVIN M. ENTREKIN, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patty J. Welch, a Notary Public in and for said County and State, the within named ERVIN M. ENTREKIN, TRUSTEE

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

Witness my hand and official seal at Nashville, Tennessee, this 18th day of October, 1977.

Patty J. Welch, Notary Public.

Commission expires January 29, 1978

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged self to be _____ of the _____, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as _____.

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

_____, Notary Public.

Commission expires _____.

BOOK 5211 PAGE 849

DEED OF TRUST

For the consideration of one dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the other considerations and for the purposes hereinafter mentioned, we CARL E. TURNER UNMARRIED

have this day bargained and sold and do hereby sell, transfer and convey unto EVERETT A. COVINGTON, JR. as Trustee, and his successors in trust, and assigns, the following described real estate situated and lying in or near the city of NASHVILLE in the _____ Civil District of DAVIDSON, Tennessee, described as follows, towit:

BEING UNIT 30 ON THE PLAN OF VERSAILLES APARTMENT CONDOMINIUMS, AS OF RECORD IN BOOK 5050, PAGE 80, REGISTER'S OFFICE FOR SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED TO CARL E. TURNER UNMARRIED , BY DEED FROM ERVIN M. ENTREKIN, TRUSTEE, WHICH DEED IS BEING RECORDED SIMULTANEOUSLY WITH THIS INSTRUMENT.

OCT 19[illegible]	MORT'G	39,870.00			
OCT 19[illegible]	S'TAX		B*	37.90	
OCT 19[illegible]	PR'FEE		B*	.50	
OCT 19[illegible]	T'DEED		B*	8.00	* 46.40

together with all the improvements, rights, privileges, appurtenances and easements thereto belonging, including but not limited to refrigerators, gas or electric stoves, dishwashers, all plumbing, heating, airconditioning and lighting fixtures and all other fixtures of every kind or character whether detachable or not, now or hereafter attached to be used in connection with said premises, and rents, royalties, mineral, oil and gas rights, water, water rights, and water stock, and all issues and profits which may arise or be had thereon or therefrom, or the leasehold estate if this Deed of Trust is on a leasehold.

To have and to hold the same unto the said EVERETT A. COVINGTON, JR. Trustee, his successors in trust and assigns, forever. We covenant with the Trustee, his successors in trust and assigns, that we are law fully seized and possessed of said real estate; that the same is unencumbered, and that we have a good and perfect right to convey the same.

We further covenant with the Trustee, his successors in trust and assigns, and bind ourselves, our heirs and legal representatives to warrant and forever defend the title to said real estate unto the said Trustee, his successors in trust and assigns against the lawful claims of all persons whomsoever.

But this conveyance is intended as a mortgage, or deed of trust, and is made for the express purpose of securing the payment of one certain promissory note (and any modifications thereof) of even date herewith which we have this day executed to, made payable to the order of and delivered to Security Federal Savings and Loan Association of Nashville for the

(XX) principal sum of $ 39870.00, with interest and service fee thereon computed monthly on the unpaid balance, as evidenced by said promissory note (and any modification thereof), which note provides for payment of principal, interest and service fee to be paid monthly and applied first to interest and service fee on the unpaid balance of said note, and the

( ) principal sum of $XXXXXXXXXXXXXXXX with interest and service fee only payable monthly on the first day of each month beginning XXXXXXXXXXXXXXXXX to and including XXXXXXXXXXXXXXXXX then payable monthly thereafter beginning XXXXXXXXXXXXXXXXX with interest and service fee thereon computed monthly on the unpaid balance, as evidenced by said promissory note (and any modifications thereof), which note provides for payment of principal, interest, and service fee, with payments to be applied first to interest and service fee on the unpaid balance of said note, and the remainder to the principal until said note is paid in full. Said note among other things providing that we shall pay, and we hereby agree to pay, a reasonable attorney's fee for the collection of said note if the same is placed in the hands of an attorney for collection and that we will pay all costs and expenses incurred or expended by the holder thereof, including attorney's fees, growing out of any litigation involving said note or the security given therefor. And the other terms and conditions of said note are herein incorporated by reference to said note, and made a part of this deed of trust as if copied at length herein.

When said note so provides, the interest rate thereon may be decreased at any time or increased at any time after one year from the date of the note under certain conditions therein stated, by ninety days' written notice to the maker or makers, but provides that such interest rate shall not be increased more than one-half of one percent (½ of 1%) at any one time, and further that during the 90-day notice period the maker or makers may pay the unpaid balance of the note with interest due thereon at the rate due prior to such notice without penalty.

Upon our request, the Association, at its option, may make future advances of money to us, our assigns, successors or representatives. Such future advances, with interest and service fee thereon shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

THIS INSTRUMENT PREPARED BY:
JAMES R. WYATT, ATTY., 1ST AMERICAN CENTER, NASHVILLE, TENN.

The lien of this deed of trust shall also be and remain security for any additional sums of money which may become owing by us to the Association at any time during the continuance of this deed of trust.

And in order to more fully protect the security of this deed of trust, we do hereby covenant and agree as follows:

(1) That, together with and in addition to the monthly payments of principal, interest and service fee payable under the terms of the note secured hereby, we will pay to the said Association on the first day of each month until said note with interest and service fee is fully paid, the following sums:

(a) An installment of taxes and assessments levied or to be levied against the premises covered by this Deed of Trust, and a separate installment to be used to pay the premium or premiums that will become due and payable to renew the insurance covering the premises described herein against loss by fire or other risks, which insurance is to be provided in an amount or amounts and from a company or companies satisfactory to said Association, with loss thereunder payable to said Association. The amount of taxes or assessments and the amount of the insurance premium or premiums shall be determined or estimated initially and re-determined or re-estimated from time to time by the Association. These two installments shall be paid at the same time and may be co-mingled by the Association, but they shall be calculated and estimated separately and shall be considered as separate installments. The Association shall not be required or obligated to pay any portion of the taxes and assessments with funds being accumulated for payment of insurance premiums nor shall the Association be obligated to pay insurance premiums with funds being accumulated for payment of any taxes and assessments. The total of the two installments shall be an amount equal to one twelfth (1-12) of the total of the actual or estimated annual premium or premiums for such insurance and one-twelfth (1-12) of the actual or estimated amount of the annual taxes and assessments. We hereby agree to make an initial deposit to establish separate accumulation for taxes and assessments and for a separate accumulation for the insurance premium or premiums so that the monthly installment to be paid to the separate accounts will be sufficient to pay same one month before the same becomes due. The Association may from time to time analyze the amount being held by the Association for each of these installments. If as a result of this analysis it is determined by the Association that the amount paid in on either installment is insufficient to accumulate sufficient funds to pay the taxes and assessments, or premiums as they may come due, and the Association notifies us of the insufficiency, we will upon notification by the Association pay the insufficiency within (30) days, and thereafter we shall pay the installments at the amount then calculated as necessary to accumulate sufficient funds to pay the taxes and assessments, or premiums. If we fail to do so, the Association may at its option pay same, and when so paid this amount shall become part of the debt herein secured, and shall bear interest and service fee as set out in the note from time of payment by the Association, which interest and service fee is also herein and hereby secured. The Association shall not be obligated to pay interest or earnings to us on these monthly installments, and the Association shall have the right to hold these funds in any manner it selects and may co-mingle these funds with other monies of the Association. The Association shall determine the time and manner of payment of the annual taxes and assessments, so long as said taxes and assessments are paid before same become delinquent, and the insurance premium or premiums are paid within 15 days after being notified that the premium or premiums are due.

(b) All payments mentioned in subsection (a) above this paragraph and other payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by us each month in a single payment to be applied by said Association to the following items in the order set forth: (I) taxes, special assessments, fire and storm insurance premiums, war risk, riot and any other hazard insurance that may be reasonably required by the Association; (II) service fee; (III) interest on the note secured hereby, and, (IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payments shall constitute an event of default under this deed of trust, and the right of the Association to declare a default and foreclose shall equally apply to defaults in the payment of taxes and insurance premiums.

(2) If the total of the payments made by us under paragraph (1) preceding, shall exceed the amount of payments actually made by said Association for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by said Association on subsequent payments to be made by us. If, however, the monthly payments made by us under paragraph (1) preceding, shall not be sufficient to pay taxes and assessments and insurance premiums, as the case may be, when the same become due and payable, then we agree to pay to said Association any amount necessary to make up the deficiency, on or before the date when payments of such taxes, assessments or insurance premiums shall be due. If at any time we shall tender to said Association, in accordance with the provisions of the note hereby secured, full payment of the entire indebtedness represented thereby, said Association shall, in computing the amount of such indebtedness, credit to our account any balance remaining in the funds accumulated under the provisions of (a) of paragraph (1) above. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby or if said Association acquires the property otherwise after default, said Association shall apply, at the time of the commencement of foreclosure proceedings, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under (a) of paragraph (1) preceding, as a credit charge against the amount of prinicpal then remaining unpaid under the note secured hereby.

(3) If, by reason of failure to make said monthly payments provided in paragraph (1) (a) above, there shall be any taxes or assessments levied against said real estate that become delinquent, or if any of said insurance premiums are not paid when due, such taxes and assessments and insurance premiums may be paid by said Association, at its option, and when so paid shall become immediately due and payable by us to said Association, and shall become part of the debt herein secured, and shall bear interest and service fee as set out above from time of payment by said Association, which such interest and service fee is also herein and hereby secured.

(4) We agree that we will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Association against loss by fire and other hazards, including war risks, riots, casualties, and contingencies in such amounts and for such periods as may be required by the Association and will pay promptly, when due, any premiums on such insurance, provision for payment of which has not been made hereinbefore. If we fail to provide such insurance or to pay premiums therefor, the Association may secure such insurance and pay premiums therefor and sums so paid shall become part of the debt and shall bear interest and service fee as above set out. All insurance shall be carried in companies approved by the Association and the policies and renewals thereof shall be held by the Association and have attached thereto loss payable clauses in favor of and in form acceptable to the Association. In the event of loss we will give immediate notice by mail to the Association, who may make proof of loss if not made promptly by us, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association instead of to us and the Association jointly, and the insurance proceeds, or any part thereof, may be applied by the Association at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all of our rights, title and interest in and to any insurance policies then in force shall pass to the purchaser or grantee. We further agree that if we fail to furnish the Association with the necessary insurance covering the premises and if on application of the Association two or more fire insurance companies lawfully doing business in the State of Tennessee refuse to issue policies insuring the buildings on the premises, that this deed of trust shall become due and payable forthwith at the option of the Association.

(5) All irregularities and defects in the payment of premiums for insurance and in the levy or assessment as respects any taxes and assessments paid by the Association, are hereby expressly waived, and the receipt of the proper officers shall be conclusive evidence as to the amount and validity of such payments.

(6) In the event any of the proceeds of this loan are to be used for construction on or improvements to the property herein described, we agree that we will, in compliance with Section 64-1101 through section 64-1113, Tennessee Code Annotated, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose, and that we will use diligence in making said improvements, and further agrees that the Association may inspect said construction or improvements for their records and we agree that said inspection will in no way cause the Association to be held responsible by us for defects in workmanship or materials, and that no duty is owed to us by the Association to either discover or advise us regarding any condition existing at the time of this inspection. In the event said construction work should be abandoned for as much as 30 days or should not be performed in a reasonable manner as determined by the Association, the entire balance of this loan, together with interest and service fee, shall become immediately due and payable at the option of the Association.

In the event this deed of trust and the note secured hereby are executed to encumber unimproved property on which new construction is to be commenced, we certify, as attested by our signatures hereto, that no construction has commenced and no materials have been delivered to the site of construction except as the Association has been advised in writing at the time of execution hereof, and no construction will be commenced or materials delivered to the site of construction for a period of five days after the execution of this instrument, or until after this instrument has been actually recorded in the Register's Office of the County wherein the property is located, which ever shall occur first. We agree to hold the Association harmless for any actual loss of principal, or interest or service fee, or for any expenses incurred by way of our failure to comply with the terms of this paragraph, when such failure results in the attachment of lien or liens against this property which take priority over this instrument under the terms and provisions of the Mechanic's and Materialmen's Lien Statutes of Tennessee.

(7) If the security for this Deed of Trust is a condominium or a community apartment, or a planned development project, we agree to perform each and every obligation incurred by us as the owner of such condominium or because of our interest in such project under the declaration of covenants, conditions and restrictions pertaining to such condominium or project and the Articles of Incorporation, by Laws, regulations and constituent documents of the Owners' Association for such condominium or project, and we recognize that our failure to do so will constitute a default under this instrument. Upon your request as holder of our note, we agree, at our expense, to enforce against other owners in such condominium or project, each and every obligation to be performed by them, if the same have not been performed, and if valid legal steps have not been taken to enforce such performance, we agree, at our expense, to take legal steps within 90 days after such request is made.

(8) If the security for this Deed of Trust is a leasehold estate, we agree that notwithstanding any right granted us under the terms of the lease, we will not amend, change, terminate or modify our leasehold interest without the written consent of the Association being first obtained. Additionally, notwithstanding our right to do so under the lease, we will not assign the lease or sublease the premises without the written consent of the Association. In the event of a violation of this provision, the Association shall have the right, at its option, to declare all sums secured hereby forthwith due and payable within 30 days after such declaration. Consent to the exercise of an option or to one amendment change, agreement or modification shall not be deemed to be waiver of the right to require consent to the exercise of an option thereafter nor shall it be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Waiver of the right to require such consent in one instance shall not be deemed to be a waiver of the right to require such consent after the waiver. We agree to pay, when due, all rental and other payments including, but not limited to, taxes and assessments required under said leasehold, and otherwise to carry out all of the obligations and agreements to be performed by the lessee under the terms of our said leasehold. Failure to make any rental or other payment when due, or otherwise to perform all of the obligations of the lease under the terms of said leasehold or this Deed of Trust, shall constitute a default under the terms of this Deed of Trust. A default by us voluntary or involuntary, curable or not, under the terms of said leasehold shall likewise be deemed to constitute a default under the terms of this Deed of Trust. We agree to promptly give notice in writing of any default by us under the terms of our leasehold and the provisions hereof. All sums expended by the Association in curing any default by us under the terms of said leasehold shall be secured hereby, and we agree to pay to the Association, immediately and without demand, all sums so expended by the Association with interest and service fee from date of expenditure at the rate of interest and service fee as applicable to the principal sum of said Note, as modified. The term "security" as used in this Deed of Trust shall be deemed to mean the leasehold interest herein granted to us and any other present or future interest which we might have and any successor in interest of ours in said property whenever the context so requires.

(9) If foreclosure proceedings of any second mortgage or second deed of trust or any junior lien of any kind should be instituted, including any legal proceeding for the purpose of perfecting any junior lien, the Association may, at its option, immediately declare its lien and the note which the same secures, due and payable, and start foreclosure hereunder or such proceedings as may be necessary to protect its interest.

(10) In the event there shall be any default in the payments, terms, or provisions of a lien created by deed of trust or otherwise, including mechanics and materialmen's liens, having priority over this instrument, the entire indebtedness hereby secured shall immediately become due and payable, and the right of foreclosure as herein provided shall immediately accrue.

(11) We agree to pay all expenses incurred by said Association in securing any abstract or guaranty of title on said above described real estate and in the event of any litigation involving the real estate herein conveyed, any and all court costs, expenses and attorney's fees incurred and/or paid by said Association shall become a part of the debt herein secured and shall bear interest and service fee as above stated, the right of foreclosure shall immediately accrue.

(12) If the Association, the holder of said note, the Trustee herein named, and/or his successors and assigns are served with process or otherwise made party to any litigation, any judicial proceedings, any administrative proceedings or any bankruptcy proceedings involving any of the terms or conditions of the note, this Deed of Trust, any subsequent assumption agreement, or any subsequent modification of any of these documents, or involving us, our successors, assigns, or any other person who is or may become a party to this Deed of Trust or to the note secured thereby or who may acquire any interest in the property described herein, then we agree to pay all costs, expenses and legal fees incurred by the Association, the holder of said note, the Trustee, and/or his successors and assigns as a result of their involvement in said proceedings, and if not paid upon demand, such costs, expenses and fees shall be added to the principal sum then owing by us and such sum together with interest shall be secured by this instrument, and at the option of the Association the right of foreclosure shall immediately accrue.

(13) We agree to keep all buildings and improvements now or hereafter on the above described premises in good repair and not to remove or demolish or permit the removal or demolition of any of said buildings or improvements without the written consent of the Association. The Association may enter upon the premises for the purpose of inspecting the security herein given at any reasonable time, and should we fail to keep all buildings and improvements in good repair then said Association may make such repairs, and any sums expended in so doing by said Association together with interest and service fee from time of expenditure is herein and hereby secured.

(14) To further secure the payment of the note herein described, we hereby assign to said Association all rents, revenues and payments of every kind and character at any time accruing under or becoming payable on account of any and all rental contracts or leases affecting said property herein conveyed or that may hereafter come into existence covering the same, and said Association may, at its option, collect and receive the same as the same become due and payable, and all monies received by said Association by reason of this assignment shall be applied at the option of said Association upon any unpaid amounts of principal and interest and service fee, whether or not the same shall be due and payable. We grant to the Association the right to enter upon and take possession of the premises for the purpose of collecting the rent and we agree that we will not, without the written consent of the Association, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance.

(15) That in the event said property, or any part thereof, is taken under the power of eminent domain, the entire award shall be paid to the Association, and applied upon the debt hereby secured, and the Association is hereby empowered in our name, or our assigns, to receive and give acquittance for any such award or judgement, whether it be joint or several.

(16) We agree that if we fail to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof, that the Association at its option may declare this deed of trust due and payable forthwith, and the right of foreclosure shall immediately accrue.

(17) In the event of the passage after the date of this instrument of any law of the State of Tennessee deducting from the value of the land for purposes of taxation any lien thereon, or providing for or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby for state or local purposes or the manner of the collection of any such taxes, so as to affect the interest of the beneficiary, the whole sum secured by this instrument with interest thereon, at the option of the beneficiary, shall immediately become due, payable and collectible without notice to any party, and right of foreclosure shall immediately accrue.

(18) This Deed of Trust shall become due and payable forthwith at the option of the Association and the right to foreclose shall immediately accrue if we, without written consent, further encumber the premises, or if we convey away said premises or if title thereto shall become vested in any other person, persons, corporation or association in any manner whatsoever; provided, the Association may waive this condition and consent to such transfer, however, such consent shall not release or alter in any manner the liability of us or anyone who has assumed this indebtedness, and the Association specifically reserves the right to require that the parties to whom the premises are conveyed or transferred execute an agreement increasing the interest rate to that rate which the Association may require, not to exceed the rate in effect on new loans at the time of the assumption, or to such lower rate as the Association may determine, as a condition precedent to the Association's agreement to waive its right to foreclose under this paragraph. Acceptance by the Association of any payments made by the successors, assigns, representatives and vendees of grantors without grantors first obtaining written consent of the Association to such transfer shall not constitute or be construed as a waiver of the Association's aforesaid option. Any person, persons, corporation or association taking title to the security herein also agrees to pay a reasonable fee as determined by the Board of Directors of said Association to cover the Association's expense in connection with such transfer.

(19) In the event that a Court of competent jurisdiction renders a final judgment holding that any portion of the interest, fees, expenses or other charges hereunder constitutes usury under the laws of any state or the United States, then we agree that the usurious charges may be separated from the non-usurious charges, that damage shall be limited to the application of those charges in excess of the legal rate as a credit against the principal due at the time of the judgment, that all other provisions of this instrument shall remain in full force and effect, and that we and our successors or assigns shall still be responsible for payment of all non-usurious interest, fees and expenses or other charges under this instrument.

(20) No failure of said Association or any subsequent holder or owner of said note to exercise any option to declare the maturity of the debt hereby secured shall be taken or deemed as a waiver of the right to exercise such option as to any past or present default by us.

(21) It is further specifically agreed that time is of the essence of this contract, and that no waiver of any obligation hereunder, or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

(22) We further agree that in the event of a breach of any one of the foregoing covenants and agreements herein made by us, if said Association shall so elect, this deed of trust may, instead of being foreclosed by the Trustee under the powers herein vested, be foreclosed by appropriate proceedings instituted and prosecuted in any court of competent jurisdiction. And we further agree that when foreclosure proceedings are commenced, either by proceedings to advertise for sale the property herein conveyed in the way and manner hereinafter authorized or by filing suit to foreclose the same, any Court of competent jurisdiction, either in term time or vacation, is authorized to appoint a receiver to take charge of said property and/or to collect the rents and profits therefrom and to do and perform such other acts as may be required by order of the Court making the appointment, and any sums so collected by such receiver to be applied, under direction of the Court, first to the payment of all costs incident to such receivership, including attorney's fees, and the balance toward the payment of any judgment rendered or the amount found to be due upon foreclosure of this deed of trust.

(23) Now, therefore, if we shall well and truly perform all the terms and conditions of this deed of trust, and of the note secured hereby, then this conveyance shall be null and void. If, however, we shall fail to perform any one of said terms and conditions, or if there shall be a default under this deed of trust, or under the note secured hereby, then all sums owing by us to said Association, or under the note secured hereby, shall immediately become due and payable at the option of said Association, and the Trustee herein named, or his successors in trust hereunder, is authorized to take full and complete possession of said real estate herein conveyed and after first advertising said real estate for twenty or more days by written or printed handbills to be posted up in said Civil District and at the Court House in the County where said real estate is situated, or by publication in some newspaper published in said county, or both, such notice of publication to give time, place and terms of sale, to sell said real estate for cash, or on such terms as said Trustee, or his successor hereunder, may deem proper, or for part cash and part credit, and free from homestead, dower courtesy, the equity of redemption, and all other rights or equities in us or any of us, or our heirs, legal representatives or creditors, all of which are hereby expressly waived, and to execute a deed conveying said real estate to any purchaser or purchasers, at any sale thereof hereunder, and such deed may contain all of the usual covenants and warranties, including seizen, right to convey, against encumbrance and warranty of title, which shall be binding upon us. And said Association or any subsequent holder or owner of said note may bid for and become the purchaser of said real estate at any sale thereof hereunder.

(24) We further agree that in case of sale hereunder we and all persons holding under us will at once become and be the tenant at will of the purchaser and will surrender possession thereof on demand. If such possession is not given, then we may be removed by a forcible and unlawful detainer action to which defense will not be made.

(25) Should the Trustee herein named, be unable to execute the foregoing trust, because of death, disability, resignation, or any other cause, the Secretary of the Security Federal Savings & Loan Association of Nashville, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all liabilities as Trustee provided in this instrument, and it is further expressly agreed that the Association in any event, is hereby authorized and empowered to appoint a substitute trustee by written instrument acknowledged and filed for record in the Register's Office for the County where this instrument is recorded, to act instead of the Trustee named herein, and to appoint other substitute Trustees successively, during the life of this loan, each of whom shall be vested with all the rights, title and powers and be charged with all the duties and obligations of the Trustee herein named. The Grantors further agree that should such sale be made by the Trustee, he need not personally attend and conduct the same but, at his option, he may have the sale conducted by an agent or attorney selected by him.

(26) No one exercise of this power of appointment, power of sale or any other power or right given in this instrument shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this instrument until said indebtedness is fully paid and discharged.

(27) We agree that wherever in this deed of trust either we, or any one of us, said Association, and/or Trustee is named or referred to, such name or reference shall include the assigns, heirs, personal representatives, grantees, successors in office, or substitute, or either, as the case may be.

(28) In the event of sale hereunder the proceeds derived from said sale will be applied as follows: first, to pay all costs and expenses of executing this trust, including reasonable compensation to the Trustee hereunder, and any and all sums expended on account of costs of litigation, attorney's fees, taxes, assessments, insurance premiums, and any advances made or expenses incurred on account of the property sold with interest and service fee thereon, together with a reasonable attorney's fee for the services of any attorney in connection with the foreclosure of this deed of trust; second, to pay the debt hereby secured, including interest and service fee accrued thereon, as well as any other sums owing to said Association by us pursuant to the terms of this deed of trust, and the balance, if any, to us or our order.

(29) When the mortgage or deed of trust and the note secured thereby shall have been fully paid in accordance with its terms, the deed of trust shall be released by the Association and we agree to pay all legal fees and expenses pertaining to such release.

(30) This Deed of Trust and the covenants and agreements herein contained apply to, inure to the benefit of and bind all parties hereto, their respective transferees, heirs, legatees, devises, executors, administrators, successors and assigns. Whenever the masculine or feminine gender or the singular or plural number are used incorrectly in this instrument, the same shall be read and considered as if the proper gender and number, together with their relative pronouns, had been used according to the intent and purposes hereof. All covenants and agreements herein are and shall be joint and several.

(31) In the event we, or anyone of us, or anyone who assumes this indebtedness takes out Health, Accident or Life Insurance, the insurance premium or premiums may be paid by said Association, and when so paid shall become immediately due and payable by us to said Association, and shall become part of the debt herein secured, and shall bear interest and service fee at the rate as set out above from time of payment by said Association, which sum together with interest and service fee, is also herein and hereby secured.

In testimony whereon we have hereunto signed our names on this ~~the~~ 19th day of OCTOBER, 1977

Carl E. Turner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensley, a Notary Public in and for said County and State, the within named CARL E. TURNER UNMARRIED

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

Witness my hand and official seal at NASHVILLE, TENNESSEE this 19TH day of OCTOBER, 1977

Mary Ensley
Notary Public

Commission Expires 4/21/80

NOTARY PUBLIC LARGE STATE TENNESSEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....of the ....., the within named bargainor, a corporation, and that.....he as such....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by.....self as .....

Witness my hand and seal, at office in .....
this.....day of....., 19.....

.....
Notary Public

Commission Expires .....

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
NASHVILLE, TENN. 37203
No. G-232855 $ 39870.00

DEED OF TRUST

from

CARL E. TURNER

to

EVERETT A. COVINGTON, JR.
TRUSTEE
SECURITY FEDERAL SAVINGS
& LOAN ASSOCIATION
OF NASHVILLE

REGISTER'S OFFICE

State of Tennessee
County of
Received for record the day of
A. D., 19
at O'clock M., and recorded in
Book, Page
Noted in Note Book, Page
Fee, $

Register
By Deputy Register

IDENTIFICATION REFERENCE

OCT 19 3 42 PM '77

FELIX Z. REGISTER
DAVIDSON COUNTY, TENN.

E 3 1 9 5 7

This Form furnished by Attorneys Title Company, Inc.

BOOK 5211 PAGE 853

Form No. WD-2

FROM

ERVIN M. ENTREKIN, TRUSTEE

TO

Julia H. Hickey, Mary Teloh
and husband Henry Teloh

For draftsman's use

Prepared by Ervin M. Entrekin, Atty
Fund Am. Center
Nashville, Tenn. 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Julia H. Hickey, et al (NAME)	SAME (NAME)	117-3-A
Unit #2 Versailles Townhomes (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 2
Nashville, Tennessee 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

OCT 19 3 43 PM '77

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 37,900.00 Julia H. Hickey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF October, 1977

Mary Ensley
Notary Public

MY COMMISSION EXPIRES: 4/22/80

(AFFIX SEAL)

NOTARY PUBLIC LARGE STATE OF TENNESSEE

E 31958

For and in Consideration of the sum of ----------TEN AND NO/100----------

----------($10.00)----------DOLLARS

and other good and valuable consideration, the receipt of which is hereby acknowledged,

I, ERVIN M. ENTREKIN, TRUSTEE, with full power to transfer and convey,

have bargained and sold, and by these presents do transfer and convey unto the said Julia H. Hickey, Mary Teloh and husband Henry Teloh

their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Being Unit No. 2 as shown on the plat of Versailles Apartments of record in Plat Book 5050, page 80, Register's Office for Davidson County, Tennessee, which is a condominium plat. Being part of the same property conveyed to Ervin M. Entrekin, Trustee of record in Book 4714, page 828, Register's Office for Davidson County, Tennessee.

Subject to plat of record and Master Deed and Bylaws which are of record in Book 5168, page 944, in the Register's Office for Davidson County, Tennessee.

As part of the consideration of this transfer, the Grantee agrees to be bound by the terms and conditions of the said Master Deed, Bylaws and all amendments made thereto.

OCT 19 F	CONV	37,900.00			
OCT 19 F	S'TAX		B*	98.54	
OCT 19 F	PR'FEE		B*	.50	
OCT 19 F	W'DEED		B*	4.00	* 103.04

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238

232580

BOOK 5211 PAGE 854

WD-2

unimproved ( )
This is improved (X) property, known as 3000 Hillsboro Road, Nashville, Tennessee 37215
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Julia H. Hickey, Mary Teloh and husband Henry Teloh their heirs and assigns, forever.

And I do covenant with the said Julia H. Hickey, Mary Teloh and husband, Henry Teloh that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.

And I, Ervin M. Entrekin, Trustee do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said Julia H. Hickey, Mary Teloh and husband, Henry Teloh, their heirs and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 18th day of October, 1977.

Ervin M. Entrekin trustee
ERVIN M. ENTREKIN, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Patty J. Welch, a Notary Public in and for said County and State, the within named ERVIN M. ENTREKIN, TRUSTEE

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

Witness my hand and official seal at Nashville, Tennessee, this 18th day of, 1977.

Patty J. Welch Notary Public

Commission expires January 29, 1978

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged self to be ..... of the ....., the within named bargainor, a corporation, and that he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .....

Witness my hand and seal, at office in .....,
this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

BOOK 5211 PAGE 855

DEED OF TRUST

For the consideration of one dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the other considerations and for the purposes hereinafter mentioned, we JULIA H. HICKEY AND MARY TELOH

have this day bargained and sold and do hereby sell, transfer and convey unto ~~EVERETT A. COVINGTON,~~ JR., as Trustee, and his successors in trust, and assigns, the following described real estate situated and lying in or near the city of NASHVILLE in the _____ Civil District of ~~DAVIDSON~~, Tennessee, described as follows, towit:

BEING UNIT 2 ON THE PLAN OF VERSAILLES APARTMENT CONDOMINIUMS, AS OF RECORD IN BOOK 5050, PAGE 80, REGISTER'S OFFICE FOR SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED TO JULIA H. HICKEY AND MARY TELOH, BY DEED FROM ERVIN M. ENTREKIN, TRUSTEE, WHICH DEED IS BEING RECORDED SIMULTANEOUSLY WITH THIS INSTRUMENT.

HENRY TELOH JOINS IN THE EXECUTION OF THIS CONVEYANCE FOR THE PURPOSE OF CONVEYING ALL OF HIS MARITAL RIGHTS IN THE PROPERTY HEREIN DESCRIBED.

OCT 197	MORT'G	34,100.00			
OCT 197	S'TAX		B*	32.10	
OCT 197	PR'FEE		B*	.50	
OCT 197	T'DEED		B*	8.00	* 40.60

together with all the improvements, rights, privileges, appurtenances and easements thereto belonging, including but not limited to refrigerators, gas or electric stoves, dishwashers, all plumbing, heating, airconditioning and lighting fixtures and all other fixtures of every kind or character whether detachable or not, now or hereafter attached to be used in connection with said premises, and rents, royalties, mineral, oil and gas rights, water, water rights, and water stock, and all issues and profits which may arise or be had thereon or therefrom, or the leasehold estate if this Deed of Trust is on a leasehold.

To have and to hold the same unto the said EVERETT A. COVINGTON, JR., Trustee, his successors in trust and assigns, forever. We covenant with the Trustee, his successors in trust and assigns, that we are law fully seized and possessed of said real estate; that the same is unencumbered, and that we have a good and perfect right to convey the same.

We further covenant with the Trustee, his successors in trust and assigns, and bind ourselves, our heirs and legal representatives to warrant and forever defend the title to said real estate unto the said Trustee, his successors in trust and assigns against the lawful claims of all persons whomsoever.

But this conveyance is intended as a mortgage, or deed of trust, and is made for the express purpose of securing the payment of one certain promissory note (and any modifications thereof) of even date herewith which we have this day executed to, made payable to the order of and delivered to Security Federal Savings and Loan Association of Nashville for the

(X) principal sum of $ 34100.00, with interest and service fee thereon computed monthly on the unpaid balance, as evidenced by said promissory note (and any modification thereof), which note provides for payment of principal, interest and service fee to be paid monthly and applied first to interest and service fee on the unpaid balance of said note, and the

( ) principal sum of $ XXXXXXXXXXXXXXXX with interest and service fee only payable monthly on the first day of each month beginning XXXXXXXXXXXXXXXXXX to and including XXXXXXXXXXXXXXXXX then payable monthly thereafter beginning XXXXXXXXXXXXXXXXXX with interest and service fee thereon computed monthly on the unpaid balance, as evidenced by said promissory note (and any modifications thereof), which note provides for payment of principal, interest, and service fee, with payments to be applied first to interest and service fee on the unpaid balance of said note, and the remainder to the principal until said note is paid in full. Said note among other things providing that we shall pay, and we hereby agree to pay, a reasonable attorney's fee for the collection of said note if the same is placed in the hands of an attorney for collection and that we will pay all costs and expenses incurred or expended by the holder thereof, including attorney's fees, growing out of any litigation involving said note or the security given therefor. And the other terms and conditions of said note are herein incorporated by reference to said note, and made a part of this deed of trust as if copied at length herein.

When said note so provides, the interest rate thereon may be decreased at any time or increased at any time after one year from the date of the note under certain conditions therein stated, by ninety days' written notice to the maker or makers, but provides that such interest rate shall not be increased more than one-half of one percent (½ of 1%) at any one time, and further that during the 90-day notice period the maker or makers may pay the unpaid balance of the note with interest due thereon at the rate due prior to such notice without penalty.

Upon our request, the Association, at its option, may make future advances of money to us, our assigns, successors or representatives. Such future advances, with interest and service fee thereon shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

THIS INSTRUMENT PREPARED BY:
JAMES R. WYATT, ATTY., 1ST AMERICAN CENTER, NASHVILLE, TENN

The lien of this deed of trust shall also be and remain security for any additional sums of money which may become owing by us to the Association at any time during the continuance of this deed of trust.

And in order to more fully protect the security of this deed of trust, we do hereby covenant and agree as follows:

(1) That, together with and in addition to the monthly payments of principal, interest and service fee payable under the terms of the note secured hereby, we will pay to the said Association on the first day of each month until said note with interest and service fee is fully paid, the following sums:

(a) An installment of taxes and assessments levied or to be levied against the premises covered by this Deed of Trust, and a separate installment to be used to pay the premium or premiums that will become due and payable to renew the insurance covering the premises described herein against loss by fire or other risks, which insurance is to be provided in an amount or amounts and from a company or companies satisfactory to said Association, with loss thereunder payable to said Association. The amount of taxes or assessments and the amount of the insurance premium or premiums shall be determined or estimated initially and re-determined or re-estimated from time to time by the Association. These two installments shall be paid at the same time and may be co-mingled by the Association, but they shall be calculated and estimated separately and shall be considered as separate installments. The Association shall not be required or obligated to pay any portion of the taxes and assessments with funds being accumulated for payment of insurance premiums nor shall the Association be obligated to pay insurance premiums with funds being accumulated for payment of any taxes and assessments. The total of the two installments shall be an amount equal to one twelfth (1-12) of the total of the actual or estimated annual premium or premiums for such insurance and one-twelfth (1-12) of the actual or estimated amount of the annual taxes and assessments. We hereby agree to make an initial deposit to establish separate accumulation for taxes and assessments and for a separate accumulation for the insurance premium or premiums so that the monthly installment to be paid to the separate accounts will be sufficient to pay same one month before the same becomes due. The Association may from time to time analyze the amount being held by the Association for each of these installments. If as a result of this analysis it is determined by the Association that the amount paid in on either installment is insufficient to accumulate sufficient funds to pay the taxes and assessments, or premiums as they may come due, and the Association notifies us of the insufficiency, we will upon notification by the Association pay the insufficiency within (30) days, and thereafter we shall pay the installments at the amount then calculated as necessary to accumulate sufficient funds to pay the taxes and assessments, or premiums. If we fail to do so, the Association may at its option pay same, and when so paid this amount shall become part of the debt herein secured, and shall bear interest and service fee as set out in the note from time of payment by the Association,which interest and service fee is also herein and hereby secured. The Association shall not be obligated to pay interest or earnings to us on these monthly installments, and the Association shall have the right to hold these funds in any manner it selects and may co-mingle these funds with other monies of the Association. The Association shall determine the time and manner of payment of the annual taxes and assessments, so long as said taxes and assessments are paid before same become delinquent, and the insurance premium or premiums are paid within 15 days after being notified that the premium or premiums are due.

(b) All payments mentioned in subsection (a) above this paragraph and other payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by us each month in a single payment to be applied by said Association to the following items in the order set forth: (I) taxes, special assessments, fire and storm insurance premiums, war risk, riot and any other hazard insurance that may be reasonably required by the Association; (II) service fee; (III) interest on the note secured hereby, and, (IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payments shall constitute an event of default under this deed of trust, and the right of the Association to declare a default and foreclose shall equally apply to defaults in the payment of taxes and insurance premiums.

(2) If the total of the payments made by us under paragraph (1) preceding, shall exceed the amount of payments actually made by said Association for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by said Association on subsequent payments to be made by us. If, however, the monthly payments made by us under paragraph (1) preceding, shall not be sufficient to pay taxes and assessments and insurance premiums, as the case may be, when the same become due and payable, then we agree to pay to said Association any amount necessary to make up the deficiency, on or before the date when payments of such taxes, assessments or insurance premiums shall be due. If at any time we shall tender to said Association, in accordance with the provisions of the note hereby secured, full payment of the entire indebtedness represented thereby, said Association shall, in computing the amount of such indebtedness, credit to our account any balance remaining in the funds accumulated under the provisions of (a) of paragraph (1) above. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby or if said Association acquires the property otherwise after default, said Association shall apply, at the time of the commencement of foreclosure proceedings, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under (a) of paragraph (1) preceding, as a credit charge against the amount of prinicpal then remaining unpaid under the note secured hereby.

(3) If, by reason of failure to make said monthly payments provided in paragraph (1) (a) above, there shall be any taxes or assessments levied against said real estate that become delinquent, or if any of said insurance premiums are not paid when due, such taxes and assessments and insurance premiums may be paid by said Association, at its option, and when so paid shall become immediately due and payable by us to said Association, and shall become part of the debt herein secured, and shall bear interest and service fee as set out above from time of payment by said Association, which such interest and service fee is also herein and hereby secured.

(4) We agree that we will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Association against loss by fire and other hazards, including war risks, riots, casualties, and contingencies in such amounts and for such periods as may be required by the Association and will pay promptly, when due, any premiums on such insurance, provision for payment of which has not been made hereinbefore. If we fail to provide such insurance or to pay premiums therefor, the Association may secure such insurance and pay premiums therefor and sums so paid shall become part of the debt and shall bear interest and service fee as above set out. All insurance shall be carried in companies approved by the Association and the policies and renewals thereof shall be held by the Association and have attached thereto loss payable clauses in favor of and in form acceptable to the Association. In the event of loss we will give immediate notice by mail to the Association, who may make proof of loss if not made promptly by us, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Association instead of to us and the Association jointly, and the insurance proceeds, or any part thereof, may be applied by the Association at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all of our rights, title and interest in and to any insurance policies then in force shall pass to the purchaser or grantee. We further agree that if we fail to furnish the Association with the necessary insurance covering the premises and if on application of the Association two or more fire insurance companies lawfully doing business in the State of Tennessee refuse to issue policies insuring the buildings on the premises, that this deed of trust shall become due and payable forthwith at the option of the Association.

(5) All irregularities and defects in the payment of premiums for insurance and in the levy or assessment as respects any taxes and assessments paid by the Association, are hereby expressly waived, and the receipt of the proper officers shall be conclusive evidence as to the amount and validity of such payments.

(6) In the event any of the proceeds of this loan are to be used for construction on or improvements to the property herein described, we agree that we will, in compliance with Section 64-1101 through section 64-1113, Tennessee Code Annotated, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the cost of the improvement before using any part of the total of the same for any other purpose, and that we will use diligence in making said improvements, and further agrees that the Association may inspect said construction or improvements for their records and we agree that said inspection will in no way cause the Association to be held responsible by us for defects in workmanship or materials, and that no duty is owed to us by the Association to either discover or advise us regarding any condition existing at the time of this inspection. In the event said construction work should be abandoned for as much as 30 days or should not be performed in a reasonable manner as determined by the Association, the entire balance of this loan, together with interest and service fee, shall become immediately due and payable at the option of the Association.

In the event this deed of trust and the note secured hereby are executed to encumber uninproved property on which new construction is to be commenced, we certify, as attested by our signatures hereto, that no construction has commenced and no materials have been delivered to the site of construction except as the Association has been advised in writing at the time of execution hereof, and no construction will be commenced or materials delivered to the site of construction for a period of five days after the execution of this instrument, or until after this instrument has been actually recorded in the Register's Office of the County wherein the property is located, which ever shall occur first. We agree to hold the Association harmless for any actual loss of principal, or interest or service fee, or for any expenses incurred by way of our failure to comply with the terms of this paragraph, when such failure results in the attachment of lien or liens against this property which take priority over this instrument under the terms and provisions of the Mechanic's and Materialmen's Lien Statutes of Tennessee.

(7) If the security for this Deed of Trust is a condominium or a community apartment, or a planned development project, we agree to perform each and every obligation incurred by us as the owner of such condominium or because of our interest in such project under the declaration of covenants, conditions and restrictions pertaining to such condominium or project and the Articles of Incorporation, by Laws, regulations and constituent documents of the Owners' Association for such condominium or project, and we recognize that our failure to do so will constitute a default under this instrument. Upon your request as holder of our note, we agree, at our expense, to enforce against other owners in such condominium or project, each and every obligation to be performed by them, if the same have not been performed, and if valid legal steps have not been taken to enforce such performance, we agree, at our expense, to take legal steps within 90 days after such request is made.

(8) If the security for this Deed of Trust is a leasehold estate, we agree that notwithstanding any right granted us under the terms of the lease, we will not amend, change, terminate or modify our leasehold interest without the written consent of the Association being first obtained. Additionally, notwithstanding our right to do so under the lease, we will not assign the lease or sublease the premises without the written consent of the Association. In the event of a violation of this provision, the Association shall have the right, at its option, to declare all sums secured hereby forthwith due and payable within 30 days after such declaration. Consent to the exercise of an option or to one amendment change, agreement or modification shall not be deemed to be waiver of the right to require consent to the exercise of an option thereafter nor shall it be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Waiver of the right to require such consent in one instance shall not be deemed to be a waiver of the right to require such consent after the waiver. We agree to pay, when due, all rental and other payments including, but not limited to, taxes and assessments required under said leasehold, and otherwise to carry out all of the obligations and agreements to be performed by the leassee under the terms of our said leasehold. Failure to make any rental or other payment when due, or otherwise to perform all of the obligations of the lease under the terms of said leasehold or this Deed of Trust, shall constitute a default under the terms of this Deed of Trust. A default by us voluntary or involuntary, curable or not, under the terms of said leasehold shall likewise be deemed to constitute a default under the terms of this Deed of Trust. We agree to promptly give notice in writing of any default by us under the terms of our leasehold and the provisions hereof. All sums expended by the Association in curing any default by us under the terms of said leasehold shall be secured hereby, and we agree to pay to the Association, immediately and without demand, all sums so expended by the Association with interest and service fee from date of expenditure at the rate of interest and service fee as applicable to the principal sum of said Note, as modified. The term "security" as used in this Deed of Trust shall be deemed to mean the leasehold interest herein granted to us and any other present or future interest which we might have and any successor in interest of ours in said property whenever the context so requires.

(9) If foreclosure proceedings of any second mortgage or second deed of trust or any junior lien of any kind should be instituted, including any legal proceeding for the purpose of perfecting any junior lien, the Association may, at its option, immediately declare its lien and the note which the same secures, due and payable, and start foreclosure hereunder or such proceedings as may be necessary to protect its interest.

(10) In the event there shall be any default in the payments, terms, or provisions of a lien created by deed of trust or otherwise, including mechanics and materialmen's liens, having priority over this instrument, the entire indebtedness hereby secured shall immediately become due and payable, and the right of foreclosure as herein provided shall immediately accrue.

(11) We agree to pay all expenses incurred by said Association in securing any abstract or guaranty of title on said above described real estate and in the event of any litigation involving the real estate herein conveyed, any and all court costs, expenses and attorney's fees incurred and/or paid by said Association shall become a part of the debt herein secured and shall bear interest and service fee as above stated, the right of foreclosure shall immediately accrue.

(12) If the Association, the holder of said note, the Trustee herein named, and/or his successors and assigns are served with process or otherwise made party to any litigation, any judicial proceedings, any administrative proceedings or any bankruptcy proceedings involving any of the terms or conditions of the note, this Deed of Trust, any subsequent assumption agreement, or any subsequent modification of any of these documents, or involving us, our successors, assigns, or any other person who is or may become a party to this Deed of Trust or to the note secured thereby or who may acquire any interest in the property described herein, then we agree to pay all costs, expenses and legal fees incurred by the Association, the holder of said note, the Trustee, and/or his successors and assigns as a result of their involvement in said proceedings, and if not paid upon demand, such costs, expenses and fees shall be added to the principal sum then owing by us and such sum together with interest shall be secured by this instrument, and at the option of the Association the right of foreclosure shall immediately accrue.

(13) We agree to keep all buildings and improvements now or hereafter on the above described premises in good repair and not to remove or demolish or permit the removal or demolition of any of said buildings or improvements without the written consent of the Association. The Association may enter upon the premises for the purpose of inspecting the security herein given at any reasonable time, and should we fail to keep all buildings and improvements in good repair then said Association may make such repairs, and any sums expended in so doing by said Association together with interest and service fee from time of expenditure is herein and hereby secured.

(14) To further secure the payment of the note herein described, we hereby assign to said Association all rents, revenues and payments of every kind and character at any time accruing under or becoming payable on account of any and all rental contracts or leases affecting said property herein conveyed or that may hereafter come into existence covering the same, and said Association may, at its option, collect and receive the same as the same become due and payable, and all monies received by said Association by reason of this assignment shall be applied at the option of said Association upon any unpaid amounts of principal and interest and service fee, whether or not the same shall be due and payable. We grant to the Association the right to enter upon and take possession of the premises for the purpose of collecting the rent and we agree that we will not, without the written consent of the Association, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance.

(15) That in the event said property, or any part thereof, is taken under the power of eminent domain, the entire award shall be paid to the Association, and applied upon the debt hereby secured, and the Association is hereby empowered in our name, or our assigns, to receive and give acquittance for any such award or judgement, whether it be joint or several.

(16) We agree that if we fail to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof, that the Association at its option may declare this deed of trust due and payable forthwith, and the right of foreclosure shall immediately accrue.

(17) In the event of the passage after the date of this instrument of any law of the State of Tennessee deducting from the value of the land for purposes of taxation any lien thereon, or providing for or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby for state or local purposes or the manner of the collection of any such taxes, so as to affect the interest of the beneficiary, the whole sum secured by this instrument with interest thereon, at the option of the beneficiary, shall immediately become due, payable and collectible without notice to any party, and right of foreclosure shall immediately accrue.

(18) This Deed of Trust shall become due and payable forthwith at the option of the Association and the right to foreclose shall immediately accrue if we, without written consent, further encumber the premises, or if we convey away said premises or if title thereto shall become vested in any other person, persons, corporation or association in any manner whatsoever; provided, the Association may waive this condition and consent to such transfer, however, such consent shall not release or alter in any manner the liability of us or anyone who has assumed this indebtedness, and the Association specifically reserves the right to require that the parties to whom the premises are conveyed or transferred execute an agreement increasing the interest rate to that rate which the Association may require, not to exceed the rate in effect on new loans at the time of the assumption, or to such lower rate as the Association may determine, as a condition precedent to the Association's agreement to waive its right to foreclose under this paragraph. Acceptance by the Association of any payments made by the successors, assigns, representatives and vendees of grantors without grantors first obtaining written consent of the Association to such transfer shall not constitute or be construed as a waiver of the Association's aforesaid option. Any person, persons, corporation or association taking title to the security herein also agrees to pay a reasonable fee as determined by the Board of Directors of said Association to cover the Association's expense in connection with such transfer.

(19) In the event that a Court of competent jurisdiction renders a final judgment holding that any portion of the interest, fees, expenses or other charges hereunder constitutes usury under the laws of any state or the United States, then we agree that the usurious charges may be separated from the non-usurious charges, that damage shall be limited to the application of those charges in excess of the legal rate as a credit against the principal due at the time of the judgment, that all other provisions of this instrument shall remain in full force and effect, and that we and our successors or assigns shall still be responsible for payment of all non-usurious interest, fees and expenses or other charges under this instrument.

(20) No failure of said Association or any subsequent holder or owner of said note to exercise any option to declare the maturity of the debt hereby secured shall be taken or deemed as a waiver of the right to exercise such option as to any past or present default by us.

(21) It is further specifically agreed that time is of the essence of this contract, and that no waiver of any obligation hereunder, or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

(22) We further agree that in the event of a breach of any one of the foregoing covenants and agreements herein made by us, if said Association shall so elect, this deed of trust may, instead of being foreclosed by the Trustee under the powers herein vested, be foreclosed by appropriate proceedings instituted and prosecuted in any court of competent jurisdiction. And we further agree that when foreclosure proceedings are commenced, either by proceedings to advertise for sale the property herein conveyed in the way and manner hereinafter authorized or by filing suit to foreclose the same, any Court of competent jurisdiction, either in term time or vacation, is authorized to appoint a receiver to take charge of said property and/or to collect the rents and profits therefrom and to do and perform such other acts as may be required by order of the Court making the appointment, and any sums so collected by such receiver to be applied, under direction of the Court, first to the payment of all costs incident to such receivership, including attorney's fees, and the balance toward the payment of any judgment rendered or the amount found to be due upon foreclosure of this deed of trust.

(23) Now, therefore, if we shall well and truly perform all the terms and conditions of this deed of trust, and of the note secured hereby, then this conveyance shall be null and void. If, however, we shall fail to perform any one of said terms and conditions, or if there shall be a default under this deed of trust, or under the note secured hereby, then all sums owing by us to said Association, or under the note secured hereby, shall immediately become due and payable at the option of said Association, and the Trustee herein named, or his successors in trust hereunder, is authorized to take full and complete possession of said real estate herein conveyed and after first advertising said real estate for twenty or more days by written or printed handbills to be posted up in said Civil District and at the Court House in the County where said real estate is situated, or by publication in some newspaper published in said county, or both, such notice of publication to give time, place and terms of sale, to sell said real estate for cash, or on such terms as said Trustee, or his successor hereunder, may deem proper, or for part cash and part credit, and free from homestead, dower courtesy, the equity of redemption, and all other rights or equities in us or any of us, or our heirs, legal representatives or creditors, all of which are hereby expressly waived, and to execute a deed conveying said real estate to any purchaser or purchasers, at any sale thereof hereunder, and such deed may contain all of the usual covenants and warranties, including seizen, right to convey, against encumbrance and warranty of title, which shall be binding upon us. And said Association or any subsequent holder or owner of said note may bid for and become the purchaser of said real estate at any sale thereof hereunder.

(24) We further agree that in case of sale hereunder we and all persons holding under us will at once become and be the tenant at will of the purchaser and will surrender possession thereof on demand. If such possession is not given, then we may be removed by a forcible and unlawful detainer action to which defense will not be made.

(25) Should the Trustee herein named, be unable to execute the foregoing trust, because of death, disability, resignation, or any other cause, the Secretary of the Security Federal Savings & Loan Association of Nashville, shall immediately succeed him as Trustee, and be vested with all the rights and powers and be charged with all liabilities as Trustee provided in this instrument, and it is further expressly agreed that the Association in any event, is hereby authorized and empowered to appoint a substitute trustee by written instrument acknowledged and filed for record in the Register's Office for the County where this instrument is recorded, to act instead of the Trustee named herein, and to appoint other substitute Trustees successively, during the life of this loan, each of whom shall be vested with all the rights, title and powers and be charged with all the duties and obligations of the Trustee herein named. The Grantors further agree that should such sale be made by the Trustee, he need not personally attend and conduct the same but, at his option, he may have the sale conducted by an agent or attorney selected by him.

(26) No one exercise of this power of appointment, power of sale or any other power or right given in this instrument shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this instrument until said indebtedness is fully paid and discharged.

(27) We agree that wherever in this deed of trust either we, or any one of us, said Association, and/or Trustee is named or referred to, such name or reference shall include the assigns, heirs, personal representatives, grantees, successors in office, or substitute, or either, as the case may be.

(28) In the event of sale hereunder the proceeds derived from said sale will be applied as follows: first, to pay all costs and expenses of executing this trust, including reasonable compensation to the Trustee hereunder, and any and all sums expended on account of costs of litigation, attorney's fees, taxes, assessments, insurance premiums, and any advances made or expenses incurred on account of the property sold with interest and service fee thereon, together with a reasonable attorney's fee for the services of any attorney in connection with the foreclosure of this deed of trust; second, to pay the debt hereby secured, including interest and service fee accrued thereon, as well as any other sums owing to said Association by us pursuant to the terms of this deed of trust, and the balance, if any, to us or our order.

(29) When the mortgage or deed of trust and the note secured thereby shall have been fully paid in accordance with its terms, the deed of trust shall be released by the Association and we agree to pay all legal fees and expenses pertaining to such release.

(30) This Deed of Trust and the covenants and agreements herein contained apply to, inure to the benefit of and bind all parties hereto, their respective transferees, heirs, legatees, devises, executors, administrators, successors and assigns. Whenever the masculine or feminine gender or the singular or plural number are used incorrectly in this instrument, the same shall be read and considered as if the proper gender and number, together with their relative pronouns, had been used according to the intent and purposes hereof. All covenants and agreements herein are and shall be joint and several.

(31) In the event we, or anyone of us, or anyone who assumes this indebtedness takes out Health, Accident or Life Insurance, the insurance premium or premiums may be paid by said Association, and when so paid shall become immediately due and payable by us to said Association, and shall become part of the debt herein secured, and shall bear interest and service fee at the rate as set out above from time of payment by said Association, which sum together with interest and service fee, is also herein and hereby secured.

In testimony whereon we have hereunto signed our names on this 19TH day of OCTOBER, 1977

x Julia H. Hickey

x D Guy H. Teloh

x Henry A. Teloh

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mary Ensey, a Notary Public in and for said County and State, the within named JULIA H. HICKEY AND MARY TELOH

the bargainors, 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 27TH day of OCTOBER, 1977

Mary Ensey
Notary Public

Commission Expires 4/21/80

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE LARGE SEAL

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mary Ensey, a Notary Public in and for said County and State, the within named HENRY TELOH

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

Witness my hand and official seal at Nashville, Tenn. this 19 day of October, 1977

Mary Ensey
Notary Public

Commission Expires 4/21/80

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE LARGE SEAL

IDENTIFICATION REFERENCE NO. 12 3 44 BY WILSON M. KISER FEDERAL COMPLIANCE COORDINATOR DAVIDSON COUNTY, TENNESSEE

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
FIRST AMERICAN CENTER
NASHVILLE, TENN. 37238
No. G-232580 $ 34100.00

DEED OF TRUST

from

JULIA H. HICKEY

to

EVERETT A. COVINGTON, JR.
TRUSTEE

SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

REGISTER'S OFFICE

State of Tennessee

County of _____

Received for record the _____ day of _____ A. D., 19__

at _____ O'clock _____ M., and recorded in Book _____, Page _____

Noted in Note Book _____, Page _____

Fee, $ _____

_____ Register

By _____ Deputy Register