THIS INSTRUMENT PREPARED BY:
Marbut Glenn Gaston, Jr.
Attorney at Law
2211 Crestmoor Road
Nashville, Tennessee 37215

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3731

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CHECK

DEED OF TRUST

FOR AND IN CONSIDERATION OF One Dollar paid to the Grantor(s), the receipt of which is acknowledged, and the other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged or are hereinafter mentioned, _____

J. DUDLEY PARKER, unmarried, Grantor(s)

have this day bargained and sold, and do hereby transfer and convey to _____

Bruce L. Hieronymus, Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to-wit:

Land in Davidson County, Tennessee, being Building Site No. 17 on the Plan of Richmeade Place, Section I, as of record in Book 4860, page 44, Register's Office for said County, reference to which Plat is hereby made for a more complete and accurate description of said property, together with one membership in Richmeade Place Home Owners Association, Inc., a not-for-profit corporation of the State of Tennessee, and all obligations and privileges thereunto belonging or in anywise appurtaining to said membership.

Being the same property conveyed to J. Dudley Parker, unmarried, by deed from Louise Lowrance Green, a widow, of record in Book 5415, page 92, Register's Office for Davidson County, Tennessee.

RUSH

IDENTIF. REFERENCE

85218

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DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD said property to the said Trustee, and his successor in trust, forever, the Grantor(s) covenants that he is lawfully seized of the said property, has a good right to convey it, and that the same is unencumbered, except as noted herein.

The Grantor(s) further covenants and binds himself, his successors, assigns and representatives, to warrant and defend the title to said property to the said Trustee and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purposes, to-wit:

To secure the payment of a note of even date herewith in the principal amount of _____

----------Seven Thousand Eight Hundred and no/100----------

DOLLARS, ($ 7,800.00), executed by the Grantors herein and payable to the order of FIRST TENNESSEE BANK N.A. NASHVILLE and payable together with interest and according to the terms and conditions as are therein specified, to further secure said principal and interest, and any extensions, modifications and/or renewals thereof, and any notes given in payment of principal, interest, or liabilities, and to further secure any and all costs or expenses, including a reasonable attorney's fee and court costs, incident to the collection of said note or any installments thereof or to the protection or enforcement of any rights contained herein and is due and payable on April 15,1983 .

The following paragraph(s) a & b shall be a part hereof:

(a) If any, all, or a portion of the above described property is conveyed or transferred by the Grantor(s) herein without the prior written consent of the holder of the note secured hereby, then the same shall be considered default hereunder.

(b) This conveyance is subject to and subordinate to a first mortgage note in favor of LOUISE LOWRANCE GREEN, of record in Book 5415, page 92, Register's Office for said County, and any default in the terms and conditions of said first mortgage note or deed of trust shall constitute default hereunder.

(c) It is expressly understood and agreed that this conveyance is made subject to the terms, covenants and conditions contained in the construction loan commitment and Building Loan Agreement of even date herewith executed by the Grantor(s) herein. The provisions of said commitment and said agreement are specifically made a part of this Deed of Trust and any default therein shall be considered a default hereunder this Deed of Trust.

(d) It is further expressly understood and agreed and that the Grantor(s) herein expressly warrant that it has not and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under T.C.A. 64-1108, et seq., or otherwise.

As part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $maximum insurable or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Undersigned further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the advance indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorneys fee, shall be allowed, and if paid by the trustee or the lawful owner and holder of said indebtedness, shall bear ten (10%) percent interest form the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the undersigned grantor(s) shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said Trustee or lawful owner and holder of said indebtedness within thirty days form date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchase shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed got said property.

In the event of death, absence, inability, or refusal to act of the said trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the above named trustee shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the grantors, and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

Upon any sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First: To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second: To pay said debt, or any balance thereof then remaining unpaid.

Third: The residue to be paid to grantors, or their order.

WITNESS its hand(s) this 14th day of April, 19 80, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

J. DUDLEY PARKER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. DUDLEY PARKER the within named bargainor(s) 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 14th day of April, 19 80.

NOTARY PUBLIC

My Commission Expires: 4-18-82

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

My Commission Expires:_____

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			7800.00- MO	
			5.50 MO TX	
			.50 PRFEE	
			9.00 TDEED	
			CHECK	15.30-
3731	A	04/16/80	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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REGISTER
DAVIDSON COUNTY, TENN.

No. 752629