Prepared BY: TIMOTHY R. TURNER, ATTORNEY AT LAW, 613 Meadow Lane Dr., Nashville, TN 37221

BOOK 6374 PAGE 495

DEED OF TRUST

FOR AND IN CONSIDERATION *of One Dollar to* us *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* J and D PROPERTIES, a TENNESSEE partnership

have this day bargained and sold, and do hereby transfer and convey, to TIMOTHY R. TURNER *Trustee, and his successors in trust, certain property in the State of Tennessee,* DAVIDSON *County, described as follows, to wit:*

BEING Lot No. 6 of Stacy Square, Section 5-B, as recorded in Book 5210, page 236, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more omplete description of said lot.

BEING the same property conveyed to J and D Properties, a Tennessee partnership by deed from Stacy Square Properties, a Tennessee partnership of record in Book 6374, page 490, Register's Office for Davidson County, Tennessee.

Billie A. Jayroe and Alva J. Duke join in this conveyance as wives of the partners for the purpose of transferring and conveying any and all rights to said property that may arise from their marital relationships.

RUSH

I 4 7 5 4 5

IDENTIF. REFERENCE

SEP 5 10 17 AM '84

FEES AND TAXES PAID REGISTER DAVIDSON COUNTY, TN

TO HAVE AND TO HOLD *said property to the said* TIMOTHY R. TURNER *Trustee, and his successor in trust, forever.* we *covenant that* we *lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered.*, except for first mortgage note secured by Deed of Trust of record in Book 6030, page 617, Register's office for Davidson County, Tennessee.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and defend the title to said property to the said* TIMOTHY R. TURNER *Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.*

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But this conveyance is made in TRUST *for the following uses and trusts and for no other purpose, to wit:*

To secure a certain promissory note dated August 27 , 1984 executed by Mark A. Duke to William E. Albright in the original principal amount of $8,000.00 due and payable in full, principal and interest at the rate of 14% per annum, one year from date.

Now, if Mark A. Duke *shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if* he *fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving* 21 *days' notice, by publication in* a ~~newspaper of~~ general circulation in *County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and 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 to make a deed to the purchaser. The creditor may bid at any sale under this conveyance.* ~~agree~~ *agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.*

And ~~we~~ *agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of* $80,000.00 *until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured.* We *agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case* we *fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.*

In case of 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.

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

Third—The residue to be paid to J and D Propeerties *or order. And in case of the 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* TIMOTHY R. TURNER *Trustee, shall be vested in said successor.*

In the event of a sale of said property under and by virtue of this trust, the said J and D Properties *and all persons holding under* them *shall be and become the tenants at will of the purchaser of the same, 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.*

This 27th *day of* August 19 84

Thomas A Jayroe
Thomas A Jayroe, Partner

Billie A Jayroe
Billie A. Jayroe

Mark A. Duke
Mark A. Duke, Partner

Alva J. Duke
Alva J. Duke

STATE OF TENNESSEE,
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mark A. Duke and wife, Alva J. Duke

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

Witness my hand and official seal at Nashville, Tennessee, this 27 day of August, 1984

Commission Expires July 18, 1987 Mary N. Vance, Notary Public

STATE OF TEXAS
County of TARRANT

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thomas A. Jayroe and wife, Billie A. Jayroe

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

Witness my hand and official seal at , Texas, this day of August, 1984

Commission Expires 1/17-88 Notary Public

STATE OF TENNESSEE
Davidson County

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

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

My commission expires _____

Notary Public

DEED OF TRUST

FROM

J AND D PROPERTIES

TO

TIMOTHY R. TURNER, TRUSTEE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

JOHN YORLEY CO., NASHVILLE

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OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6374 PAGE 499

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

8000.00- MAMT.
6.00 MSTAX
.50 PRFEE
12.00 TDEED
CHECK 18.50-
7805A09/05/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

SEP 5 10 17 AM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0066411