This instrument was prepared by:
PETWAY & BLACKSHEAR
201 Citizens Plaza
Nashville, Tennessee 37219

DEED OF TRUST

FOR AND IN CONSIDERATION OF One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, MICHAEL EVANS have this day bargained and sold, and do hereby transfer and convey, to Henry Hill, Jr. , Trustee, and his successors in trust, certain property in the State of Tennessee, County of Davidson , described as follows:

Being Lot No. 24 of George W. Stainback's Corrected Plan as of record in Book No. 161, page 141, Register's Office of Davidson County, Tennessee.

Said Lot No. 24 fronts 50 feet on the east side of Pennock Avenue and extends back between parallel lines 150 feet, more or less to an alley in the rear.

Being the same property conveyed to Michael Evans by Quitclaim Deed from Citizens Savings Bank and Trust Company, of record in Book 7410, Page 787, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property to the said Henry Hill, Jr., Trustee, and his successor in trust, forever. I covenant that I am lawfully seized of the said property, have a good right to convey it, and that the same is unemcumbered. I further covenant and bind myself & my heirs and representatives, to warrant and defend the title to said property to the said Henry Hill, Jr., Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in trust, however, to secure the payment of the principal sum of TWELVE THOUSAND AND NO/100 ($ 12,000.00), evidenced by a promissory note of even date herewith, the terms of which are incorporated herein by reference, and payable to Citizens Savings Bank and Trust Company, of Nashville, Tennessee according to such terms and conditions and at such rate of interest as therein described in said promissory note. Said note and this deed of trust is intended and shall secure future advances, extensions and renewals thereof. *

IN CONSIDERATION OF THE PREMISES and as part of the consideration for the execution of this instrument, and of the indebtedness secured hereunder, the undersigned covenant and agree as follows:

1. The undersigned agree to promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and any extensions or renewals thereof, secured by this Deed of Trust. The undersigned further agree that the granting of any extension or renewal of said Note shall only be done in writing signed by the lawful owner and holder of said indebtedness and that nothing contained herein shall require the lawful owner and holder of said indebtedness to grant an extension or renewal of said Note and that if an extension or renewal is granted on any occasion, then this shall not require the lawful owner and holder of said indebtedness to grant an extension or renewal on any other occasion.

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $12,000.

2. The undersigned agree to keep all buildings now on, or to be hereafter erected on the Property, insured in some reliable fire and hazard insurance company, or companies, for 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 the lawful owner and holder of said indebtedness as its interest may appear; and the undersigned furhter agree to keep the improvements on said Property in good repair and preservation and, if this Deed of Trust is on a unit in a horizontal property regime, to perform all of the undersigned's obligations under the declaration creating the horizontal property regime, the by-laws and regulations of the horizontal property regime, and the constituents documents; and the undersigned further agree to pay all taxes and assessments, general or special, on said Property 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 the enforcement of the terms and provisions hereof; and the undersigned agree that in case the undersigned fail to do any of the things enumerated above, then, at the option of the trustee or the lawful owner and holder of said indebtedness, the said trustee or lawfull owner and holder of the indebtedness may do any of the things enumerate above and charge and threat all amounts so expended as an additional part of the principal indebtedness of the undersigned secured hereby and all amounts so expended shall be payable by the undersigned on demand and all amounts so expended shall bear interest from the date so expended at the rate payable from time to time on outstanding principal under the Note evidencing the indebtedness secured hereby unless the payment of interest at such rate on such additional amounts would be contary to applicable law, in which event such additional amounts shall bear interest at the highest rate permissible under applicable law. The undersigned further agree that nothing contained herein shall require the trustee or the lawful owner and holder of said indebtedness to expend any funds or take any action hereunder and that if funds are expended or action taken hereunder on any occasion, then this shall not require the trustee or the lawful owner and holder of said indebtedness to expend any funds or take any action hereunder on any other occasion. The undersigned furhter agree that the procurement of insurance or the payment of taxes or assessments or other liens or charges or the taking of other action hereunder by the trustee or the lawful owner and holder of the indebtedness herein secured shall not be a waiver of the breach of the undersigned and shall not be a waiver of said lawful owner and holder's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

3. Undersigned further agree that in case the trustee or the lawful owner and holder of said indebtedness shall hereafter be required to take any action, or to appear in any Court of 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 above indebtedness, all the costs and expenses of such action or appearance or proceedings, together with a reasonable attorney's fee, if paid by the trustee or the lawful owner or holder of said indebtedness, shall become an additional part of the principal indebtedness of the undersigned secured hereby and all such amounts shall be payable by the undersigned on demand and all such amounts shall bear interest from the date of payment by the trustee or the lawful owner and holder of said indebtedness at the rate payable from time to time on outstanding principal under the Note evidencing the indebtedness secured hereby unless the payment of interest at such rate on such additional amounts would be contrary to applicable law, in which event such additional amounts shall bear interest at the highest rate permissible under applicable law.

4. Undersigned further agree that for so long as the Property described above is governed by this Deed of Trust, any default on the part of the undersigned on the obligations of this Deed of Trust and the indebtedness secured hereby, and if such default shall occur, then this Deed of Trust shall remain in full force and effect and the lawful owner and holder of the indebtedness secured by this Deed of Trust, at said lawful owner and holder's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without notice and may invoke the power of sale and foreclosure, and/or other rights and remedies provided herein and/or permitted by applicable law.

5. Undersigned further agree that if all or any part of the Property or an interest therein (legal or equitable) is sold or transferred by the unsigned or attempted by undersigned to sell or transfer, (excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option purchase, or if any bankruptcy or insolvency proceeding is begun by or against either or both of the undersigned), then this Deed of Trust shall remain in full force and effect and the lawful owner and holder of the indebtedness secured by this Deed of Trust, at said lawful owner and holder's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without notice and may invoke the power of sale and foreclosure, and/or other rights and remedies provided herein and/or permitted by applicable law. The lawful owner and holder of the indebtedness may, at said lawful owner and holer's option, waive in writing the option to accelerate the maturity of the indebtedness for any particular occurence set out above, provided that such waiver shall not release or alter in any manner the liability of the undersigned or anyone who has assumed this Deed of Trust and indebtedness, and further provided that any such waiver for any particular occurrence shall not preclude the holder from declaring the indebtedness due and payable pursuant to this Deed of Trust for any subsequent occurrence and exercising the rights and remedies provided herein and/or permitted by applicable law. The undersigned further agree that nothing contained herein shall require the lawful owner and holder of the indebtedness herein secured to waive the option to accelerate the maturity of the indebtedness for any such occurence.

6. The undersigned agree that upon the undersigned's breach of any covenant or agreement in this Deed of Trust, including the agreements to pay when due any sums secured by this Deed of Trust, this Deed of Trust shall remain in full force and effect and the lawful owner and holder of the indebtedness secured by this Deed of Trust, at said lawful owner and holder's option, may declare all the sums secured by this Deed of Trust to be immediately due and payable without notice and may invoke the power of sale and foreclosure, and/or other rights and remedies provided herein and/or permitted by applicable law.

7. The undersigned agree that if the lawful owner and holder of the indebtedness secured herein invokes the power of sale and foreclosure, then the trustee, and his successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days notice by three publications in any news paper, daily or weekly, published in Davidson County, Tennessee, to sell said Property at the front door of the Court House in Davidson County, Tennessee, to the highest bidder for cash, at public outcry, free from all right of equitable and statutory redemption, homestead, dower and courtesy and all other exemptions of every kind, all of 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 undersigned agree that the lawful owner and holder of the indebtedness herein secured may bid at any sale under this Deed of Trust. The undersigned agree that the trustee may, at any time after the power of sale has been invoked by the lawful owner and holder of the indebtedness herein secured, enter and take possession of said Property, and shall only account for the net rents actually received by him. The undersigned agree that, in the event the trustee fails, before selling said Property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession of said Property upon the delivery to him by the trustee of a deed from said Property. The undersigned agree that in the event of a sale of said Property under this Deed of Trust, the undersigned 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.

The undersigned agree that upon any sale under this Deed of Trust, the proceeds will be applied by the trustee in the following order:

First: To pay all the cost and charges of executing this trust, including trustee's fees and 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 all sums secured by this Deed of Trust.

Third: The residue, if any, to be paid to the person or persons legally entitled thereto.

8. The undersigned agree that the lawful owner and holder of the indebtedness herein secured may from time to time, at said lawful owner and holder's option, remove the trustee and appoint a successor trustee to any trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. The undersigned agree that without conveyance of the property, the successor trustee shall succeed to all the title, power and duties conferred upon the trustee herein and by applicable law.

9. The undersigned agree that any forebearance by the trustee or the lawful owner and holder of the indebtedness herein secured in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of any breach of the undersigned of any covenant or agreement in this Deed of Trust and shall not be a waiver of or preclude the exercise of any such right or remedy.

10. The undersigned agree that all remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. The undersigned agree that all covenants and agreements of the undersigned shall be joint and several, and the liability of the undersigned herein shall be joint and several liability.

12. The undersigned agree that in the event any provision or clause of this Deed of Trust is held invalid, such invalidity shall not affect the validity of the other provisions of this Deed of Trust and to this end the provisions of this Deed of Trust are declared to be severable.

13. The undersigned agree that upon the full payment of all of the sums secured by this Deed of Trust and the full performance of all of the covenants and agreements herein contained at the time and in the manner herein specified, then this Deed of Trust shall be of no further force and effect and shall be released in the manner provided by law but at the expense of the undersigned; otherwise this Deed of Trust shall remain in full force and effect. It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This 23rd day of November, 19 87.

Michael Evans
MICHAEL EVANS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, Notary Public in and for said County and State, the within named MICHAEL EVANS, 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 23rd day of November, 19 87.

Jacqueline Owens
NOTARY PUBLIC

My commission expires: 4/17/88

STATE OF TENNESSEE
COUNTY OF _____

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

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

_____
NOTARY PUBLIC

My commission expires: _____

DEED OF TRUST

FROM

MICHAEL EVANS

TO

HENRY HILL, JR., Trustee

CITIZENS SAVINGS BANK AND TRUST COMPANY
330 Charlotte Avenue
Nashville, Tennessee 37219

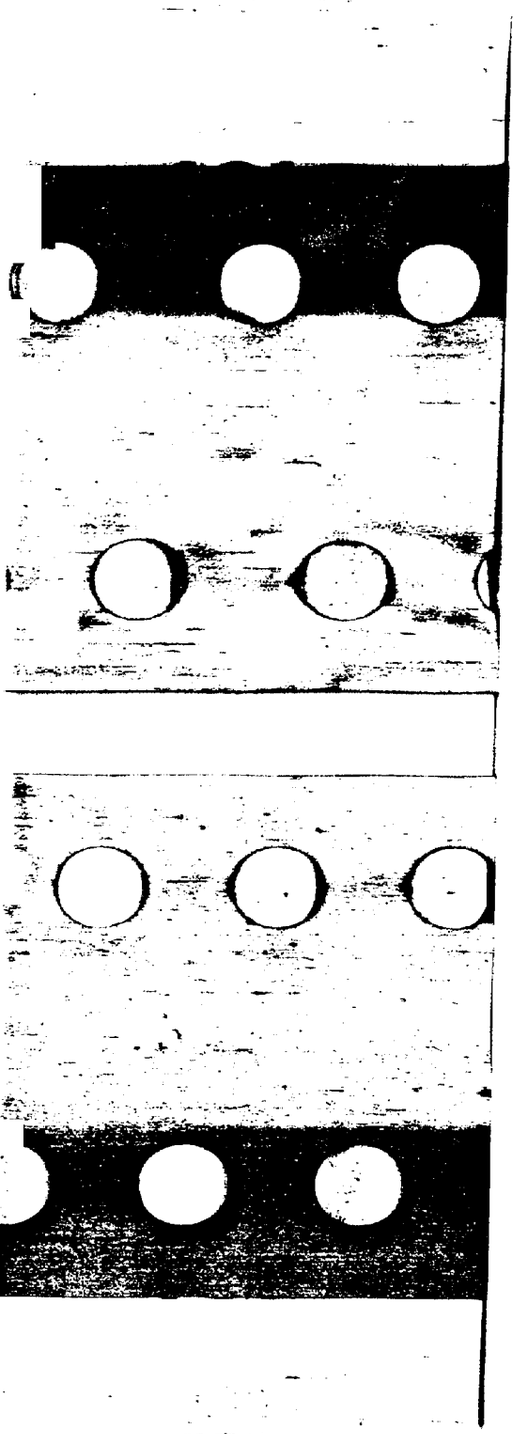
8513 38

IDENTIFICATION REFERENCE

Nov 24 12 17 PM '87

DAVIDSON COUNTY, TN

BOOK 7410 PAGE 793



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7410 PAGE 794

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			1200.00-	MAMT.
			10.00	MSTAX
			.50	PRFEE
			12.00	TDEED
			CHECK	22.50-
5736A		11/24/87	BAL	.01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8: 5: 1: 8 8.

IDENTIFICATION REFERENCE

NOV 24 12 17 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 38850