DEED OF TRUST FORM 19-A Ambrose-Nashville

For and in consideration of One Dollar to ....him.... *paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned,* .....

SARAH R. MILLER, unmarried ("Grantor")

..... *have this day bargained and sold, and do hereby transfer and convey to* Ronald G. Turner of Nashville, Tennessee *Trustee, and his successors in trust certain property in the State of Tennessee,* ..... *County, described as follows, to wit:* .....

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

If all or any part of the Property or any legal or equitable interest therein is sold or transferred by any means, instrument or device whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option or contract), without Beneficiary's prior written consent, Beneficiary may, at its option, declare the indebtedness secured hereby to be immediately due and payable.

If the Property has been, or is in the future designated a flood-prone or flood risk area pursuant to the Flood Disaster Protection Act of 1973, as amended or supplemented, or by any replacement of such act Grantor shall obtain and deliver to Beneficiary flood insurance in such amount as Beneficiary may require and Grantor shall comply with all requirements of the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended or supplemented, or in any replacement of such act.

Grantor shall at Beneficiary's request deliver to Beneficiary at least once in every twelve (12) months' period, financial statements of Grantor in such reasonable detail as Beneficiary may request.

If Grantor fails to perform hereunder, if a default occurs with respect to a prior lien, or if any action is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary may take such action as Beneficiary deems necessary to protect its interest hereunder. Any amounts so disbursed by Beneficiary shall be secured by this Deed of Trust and bear interest at the rate set forth in the note secured hereby. Nothing contained in this Paragraph shall require Beneficiary to incur any expense or to take any action hereunder.

The covenants and agreements of the Open-end Credit Rider executed by Borrower and recorded together with this Deed of Trust shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if such Rider was a part hereof.

Maximum principal indebtedness for Tennessee recording tax purposes is $ 50,000- .

THIS INSTRUMENT PREPARED BY:
Ronald G. Turner
Attorney at Law
2021 Richard Jones Road
Nashville, Tennessee

To have and to hold said property to the said ...Ronald G. Turner..... *Trustee, and his successors in trust, forever,* .....We..... *covenant that* ....we are..... *lawfully seized of the said property, have a good right to convey it, and that the same is unincumbered.* .....We..... *further covenant and bind* .....ourselves, our..... *heirs and representatives, to warrant and defend the title to said property to the said* ...Ronald G. Turner..... *Trustee, or his successors 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 purpose, to wit:

To secure repayment of all indebtedness evidenced by that EquitiResource Agreement dated 7-27-, 19 90, in the maximum principal amount of $ 50,000.00 from the undersigned to the order of Union Planters National Bank ("Beneficiary"), plus interest and costs of collection, including all renewals, modifications and extensions thereof. This deed of trust secures a revolving line of credit loan evidenced by the aforesaid Agreement which provides for continued obligatory advances on the loan by Beneficiary on a revolving line of credit baiss (i.e., funding up to the maximum limit of the line of credit, repayment and additional funding up to the limit). The maximum amount of advances which may be funded and outstanding at any time during the term of this loan is $ 50,000.00 .

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Now, if we .....

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 ....we..... *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, 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* ..... 20 *days' notice, by* .....3..... *publication 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. Grantors and Mortgagors further hereby expressly waive the statutory rights of redemption as provided by T.C.A. 68-8-101 expressly waive all rights of equity of redemption, and expressly waive all other rights of redemption, equitable or otherwise, 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 his conveyance.* ....We..... *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 $ ..... 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 expense 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 .....the party legally entitled thereto..... *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 trusts 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* ...Ronald G. Turner, Trustee..... ..... *shall be vested in said successor.*

In the event of a sale of said property under and by virtue of this trust, ...Grantor..... ....., *and all persons holding under* ..Grantor.... *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 .....27..... *day of* .....July..... *19* 90

.....X Sarah Miller.....

.....

OPEN-END CREDIT RIDER

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THIS OPEN-END CREDIT RIDER is made this 27 day of July, 199C, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's obligations to Union Planters National Bank, a national banking association ("Lender"), of the same date and covering the real property described in the Security Instrument.

IN ADDITION to the covenants and agreements made in the Security Instrument, Borrower and Lender covenant and agree as follows:

A. THE SECURITY INSTRUMENT IS AN OPEN-END SECURITY INSTRUMENT. This Security Instrument secures an agreement between Borrower and Lender concerning open-end credit advances and which agreement prescribes the terms and conditions under which such advances are to be made.

B. Subject to earlier termination or cancellation as may be provided in the agreement between Borrower and Lender, the maturity of Borrower's obligations to Lender pursuant to this Security Agreement is ten (10) years from the date of the Deed of Trust. Borrower and Lender may, by written mutual agreement, extend the maturity of Borrower's obligations, but in no event shall the original maturity and extensions, if any, exceed a total of twenty (20) years from the date of this Security Instrument.

C. The total amount of principal indebtedness to be secured by the Security Instrument at any time and the maximum principal indebtedness for Tennessee recording tax is $ 50,000 - .

D. PURSUANT TO TENNESSEE PUBLIC CHAPTER NO. 137, ENACTED APRIL 14, 1987, THE BORROWER HAS THE RIGHT, SUBJECT TO CERTAIN CONDITIONS, TO REDUCE THE MAXIMUM AMOUNT OF TOTAL PRINCIPAL INDEBTEDNESS SECURED BY THIS SECURITY INSTRUMENT.

E. Either (i) upon maturity, whether by acceleration or otherwise, or (ii) upon Lender's request to Borrower following Borrower's giving notice of limitation as provided in paragraph D above, Borrower agrees to promptly return to Lender all credit cards, checks, advance request forms or other devices utilized by Borrower to access the credit facility secured by this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Open-End Credit Rider.

Sandy Miller

_____

EXHIBIT "A"

Land and improvements in Davidson County, Tennessee, being described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 of Block "E" on the Plan of Hillwood Estates, as of record in Book 1835, Page 59, Register's Office for said County.

Said Lot No. 2 fronts 140 feet on the southerly side of Hillwood Drive and runs back 213 feet on the easterly line and 216.3 feet on the westerly line to a dead line, measuring 135 feet thereon.

Being the same property conveyed to James H. Miller and wife, Sarah R. Miller by deed from Mike E. Buchanan and wife, Dorris M. Buchanan of record in Book 5178, Page 83, Register's Office for said County. James H. Miller having conveyed his interest therein to Sarah R. Miller by that Quitclaim Deed of record in Book 6873, Page 167, said Register's Office.

ACKNOWLEDGMENT BEFORE COUNTY CLERK.

STATE OF TENNESSEE, ... Davidson ..... *COUNTY*

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Personally appeared before me, ..., *Clerk of the County Court of said County, the within named* .....

.....

.....

the bargainor ...., *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that* ..... *executed the within instrument for the purposes therein named.*

Witness my hand, at office, this ..... *day of* ....., *19*.....

....., *Clerk.*

....., *D.C.*

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC.

STATE OF TENNESSEE, ... DAVIDSON ..... *COUNTY*

Personally appeared before me, ... Jody B. Brown ....., *a Notary Public in and for said County and State, the within named.* ..... Sarah R. Miller .....

.....

.....

the bargainors ..., *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that* ..... they ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal, at ..... Union Planters .....

Tennessee, this ..... 27 *day of* ..... July ....., *19*..90

My Commission expires ..... 7-13-91 ....., *19*.....

Jody B Brown

.....*Notary Public.*

JODY B. BROWN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE, ... *COUNTY.*

Register's Office, ..., *19*.....

I, ..., *Register of said County, do certify that the foregoing Deed and Certificate are registered in said office, in Book No.* ....., *page* .....; *that day they were received* ....., *19*...., *at* ..... *o'clock*....*M., and entered in Note Book* ....., *page* .....

DEED OF TRUST

FROM

.....

TO

.....

STATE OF TENNESSEE

..... COUNTY.

Register's Office.

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

....., A.D. 19....

at ..... o'clock....M. Noted in Note Book

..... page ....., and recorded in Book

of Deeds....., Vol. ....., page .....

Fee paid, $.....

Witness my hand,

.....

Register.

State Tax .....$.....

Clerk's Fee $_____

Total .....$.....

Paid this ..... day of .....,

19....

.....

County Clerk

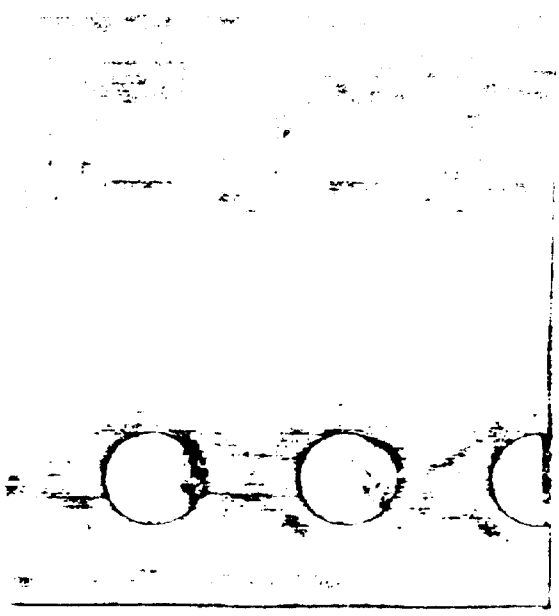
BOOK 8198 PAGE 812

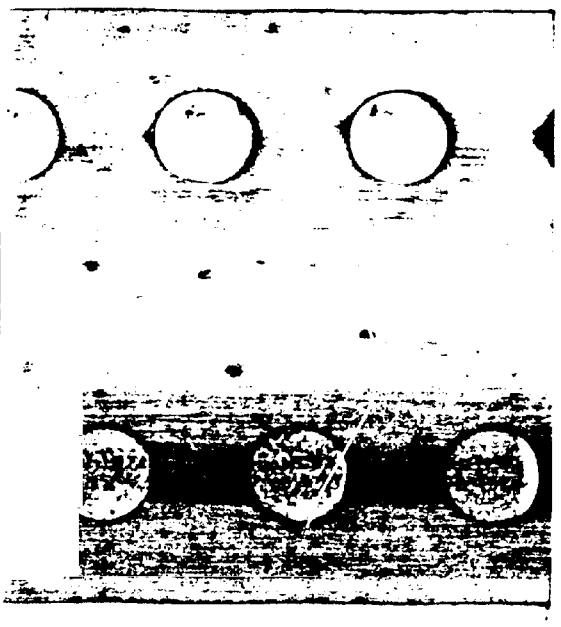
50309

CROSS REFERENCE

SEP 19 9 42 AM '90

0102 09/19 0101 03CHECK 74.20





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8198 PAGE 813

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

MAMT 50000.00
MOR TX 55.20
PRFEE 1.00
TDEED 18.00
TOTAL 74.20
CHECK 74.20

09/19/90 01 09:46 0001 0102

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

58369

IDENTIFICATION REFERENCE

SEP 19 9 42 AM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TENN

No. 356734