PREPARED BY: AMQUI TITLE & ESCROW, INC. 405 Two Mile Pike, Goodlettsville, TN 37072

DEED OF TRUST

RE-RECORD BOOK 8320 PAGE 64 BOOK 8278 PAGE 970

THIS DEED OF TRUST made and entered into this 21st day of January, 19 91, by and between THELMA G. FRIERSON, UNMARRIED 038 036 41194 of the first part, and JOE E. PHILLIPS, DAVIDSON COUNTY, Trustee of the second part,

For and in consideration of Ten Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts secured, parties of the first part have bargained, sold and do hereby convey and confirm unto the party of the second part the following described real estate situated and being in NASHVILLE, DAVIDSON County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Cumberland Gardens, as of record in Book 2900, pages 3 and 4, Register's Office for said County.

Said Lot No. 9 fronts 52.5 feet on the southerly side of Jenkins Street and extends back 139.1 feet on the easterly line and 101 feet on the westerly line to a dead line, measuring 57 feet thereon.

Being the same property conveyed to Thelma G. Frierson by Final Decree from Joe L. Frierson of record in Book 5391, Page 654, Register's Office Davidson County, Tennessee.

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESEE RECORDING TAX PURPOSES IS $22,300.00."

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the party of the second part, his successors and assigns, in fee simple forever and the parties of the first part do hereby covenant with the party of the second part, his successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey same; that it is unencumbered

and that they will defend the title and quiet possession thereto against the lawful claims of all persons. But this is a Trust Deed, and is made for the following uses and purposes, and none other, that is to say: the said parties of the first part are justly indebted to ~~UNITED COMPANIES FINANCIAL CORPORATION~~ UNITED COMPANIES LENDING CORPORATION or the holder of the obligation in the sum of TWENTY TWO THOUSAND THREE HUNDRED AND 00/100---------- ($ 22,300.00) Dollars, evidenced by a Promissory Note of even date executed by party of the first part, in the face amount of TWENTY TWO THOUSAND THREE HUNDRED AND 00/100---------- ($ 22,300.00) Dollars;

THE TOTAL INDEBTEDNESS SECURED BY THIS DEED OF TRUST SHALL IN NO EVENT EXCEED THE GROSS AMOUNT OF THE INITIAL OBLIGATION SET OUT ABOVE PLUS ANY EXPENSES OR SUMS ADVANCED FOR PROTECTION OF THE TRUSTEE AND/OR THE HOLDER OF THE OBLIGATION. THIS INCLUDES, BUT IS NOT NECESSARILY LIMITED TO ADVANCES TO PRIOR LIENHOLDERS, PAYMENT OF TAXES, INSURANCE AND INTEREST ACCRUING ON ITEMS ADVANCED. ON ALL SUMS ADVANCED, INTEREST SHALL BE CHARGED AT THE RATE PROVIDED UNDER THE ABOVE NOTE.

The sale, conveyance or transfer of the real property herein described in any manner or by any device without first obtaining the consent of the holder of the obligations secured, shall constitute a default, and the holder at its option may immediately declare the entire obligation due and proceed to foreclose or exercise any other rights held by it.

In the event of any default in any of the terms and conditions of a prior deed of trust, the owner of the indebtedness secured by this instrument may, at its option, declare the indebtedness secured by this instrument due, and foreclosure may be had hereunder or it may advance any sum necessary to place the prior lien in a current position. The sum paid shall be secured by the lien of this instrument, and shall bear interest from the date of payment at the rate of interest provided in the note secured.

This instrument shall secure the payment of all other indebtedness presently existing or hereafter incurred by the first parties to the holder of the note. No future obligation partially secured by personal property shall be included.

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All renewals, extensions and future advances are secured by this Deed of Trust. Any partial release shall not affect the lien retained on the remainder. BOOK 8278 PAGE 971

Parties of the first part covenant that they will pay all taxes and assessments when due, and will insure the improvements for not less than actual cash value against fire and extended coverage in some insurance company approved by the holder and cause said policies to be made payable for the benefit of the owner of the indebtedness and deposit said policies with the holder of the indebtedness secured hereby as further security for said debt and full responsibility for the maintenance of insurance rests with the parties of the first part and they will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the holder of the obligation, their heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

Holder of the note may pay any sum necessary to satisfy taxes, maintain insurance and repairs, and protect and preserve the property.

If the parties of the first part shall pay said indebtedness when due and shall pay such sums as shall be necessary to discharge taxes and maintain insurance, repairs and costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the holder shall furnish a release deed to the parties of the first part on the property described.

But, if the parties of the first part fail to pay any part of the indebtedness promptly when due, or fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, and the said Trustee is hereby authorized and empowered to enter and take possession of the property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in NASHVILLE, DAVIDSON County, Tennessee, and sell the said property for cash to the highest bidder, free from homestead, and all other exemptions, that can be legally waived and the Statutory Right of Redemption is expressly waived. Trustee shall execute and issue a "Trustee's Deed" and deliver possession to the purchaser, which the parties of first party bind themselves shall be given without obstruction, hindrance or delay.

If the notes secured hereby are placed in the hands of an attorney for collection, foreclosure or to protect the security for their payment, the parties of the first part will pay all costs of collection and litigation, together with a reasonable attorney's fee and the same shall be a lien on the premises hereby conveyed and enforced by a sale of the property as herein provided. The holder of the obligation may be the purchaser at any foreclosure sale.

If all or any part of the Property or an interest therein is sold or transferred by parties of the first part without holder's prior written consent, holder at its option, may declare all sums secured by this Deed of Trust due and payable.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees and the usual commissions to the Trustee; second, to the payment of the indebteness secured without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties entitled to same by law. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner of the outstanding indebtedness is authorized either in his own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents, received by him; and from and after the conveyance of said property under this Deed of Trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of $316.97 per month, commencing with the date of delivery of the Trustee's Deed.

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In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees". In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient. Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument. All erasures and interlineations were made before signing.

WITNESS the signatures of the said parties of the first part this the day and year first above written.

Thelma G. Frierson

THELMA G. FRIERSON, UNMARRIED

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared THELMA G. FRIERSON and _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that S he executed the same as HER free act and deed.

WITNESS my hand and Notarial Seal at office this 21st day of January, 1991.

Dix McClure

NOTARY PUBLIC

My Commission Expires:

3-3-93

IDENTIF. REFERENCE

JAN 22 | 06 PM '91

FELIX Z WILSON III REGISTER DAVIDSON COUNTY TN.

87497

RE-RECORD

02980

IDENTIF. REFERENCE

APR | 9 26 AM '91

FELIX Z WILSON III REGISTER DAVIDSON COUNTY TN.

STATE OF TENNESSEE

State Tax ..... $ _____

Clerk's Fee ..... $ _____

Total ..... $ _____

Paid _____

Deputy County Court Clerk

County of Reg. No.

Filed for Registration _____, 19____ at _____ o'clock

_____.m. and noted in Note Book No. _____ page _____

and was recorded _____, 19____, in Record Book No. _____

page _____ Fee _____ paid.

_____

Register

By: _____ D.R.

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