This Instrument Prepared From Information Furnished by the Parties by:
IMOGENE W. BOLIN, ATTORNEY, P. O. BOX 467, SMYRNA, TENNESSEE 37167

PART OF MAP 176, PARCEL 6, 45 & 5

SEND TAX BILLS TO:

Owner

NAME AND ADDRESS OF NEW OWNERS:

Scott A. & Belinda Butler
5068 Murfreesboro Road
LaVergne, TN 37086

STATE OF TENNESSEE)
ss.:
COUNTY OF DAVIDSON)

BOOK 8887 PAGE 510

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 ($1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration;

We, the undersigned, **JERRY BUTLER and wife, GEORGIA BUTLER,** hereby quitclaim unto **SCOTT A. BUTLER and wife, BELINDA BUTLER,** their heirs and assigns forever, all our right, title and interest in and to that certain tract or parcel of real estate situated in the County of Davidson, State of Tennessee, and being further described as follows, to-wit:

BEING all of **Lot No. 131 of PEPPERTREE FOREST, SECTION 14,** according to survey and plat of same appearing of record in Book 7900, page 501, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details as to location and description of said lot.

Being part of the same property conveyed Jerry Butler by deeds of record in Book 8082, page 206, and Book 8501, page 805, Register's Office of Davidson County, Tennessee.

This conveyance is made subject to any and all easements and restrictions of record applying to said property, and to the zoning and subdivision regulations of the appropriate governmental body, along with any easements and rights of way of public roads and utilities.

IN WITNESS WHEREOF, we have hereunto set our signatures, this the 11th day of March, 1993.

JERRY BUTLER

GEORGIA BUTLER

STATE OF TENNESSEE)
ss.
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named JERRY BUTLER and wife, GEORGIA BUTLER, 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 foregoing (QUITCLAIM DEED) instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office in Smyrna, Tennessee, this the 11th day of March, 1993.

Notary Public

My commission expires: 11-18-94

PATSY F. SMITH NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

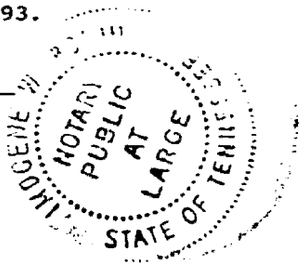
I hereby certify that there was no cash consideration given for this Quitclaim Deed.

Affiant

Sworn to and subscribed before me this the 11th day of March, 1993.

Notary Public

My commission expires: 8-28-94



000230

REFERENCE

Mar 15 12 PM '93

MAIL ENV.

8.00

MAIL TO: _____

_____

_____

PREPARED BY IMOGENE W. BOLIN, ATTY.
P.O. BOX 467, SMYRNA, TENNESSEE FROM
INFORMATION FURNISHED BY THE PARTIES.

CONSTRUCTION LOAN

DEED OF TRUST

BOOK 8887 PAGE 512

THIS DEED OF TRUST is made this 11th day of March, 19 93,
among SCOTT A. BUTLER and wife, BELINDA BUTLER

_____ (herein "Borrower") and _____

JIM BRYANT, Rutherford Co., TN (herein "Trustee"), and the holder of the hereafter described note (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Davidson County, Tennessee:

BEING all of **Lot No. 131** of **PEPPERTREE FOREST, SECTION 14**, according to survey and plat of same appearing of record in Book 7900, page 501, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description.

Being the same property conveyed by Jerry Butler to Scott A. Butler and wife, Belinda Butler, by deed appearing of record in Deed Book _____, page _____, of the Register's Office of Rutherford County, Tennessee.

This conveyance is made subject to any and all easements and restrictions of record applying to said property, and to the zoning and subdivision regulations of the appropriate governmental body, along with any easements and rights of way of public roads and utilities.

00231

RECEIVED FOR REFERENCE
Mar 15 12 AM '93
DAVIDSON COUNTY, TN

MAIL ENV.

3371 03/15 0101 03CHECK 79.96

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $55,875.00.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO HAVE AND TO HOLD said property to said Trustee, and his successors in trust forever. Borrower covenants that Borrower is lawfully seized and possessed of the said property in fee simple, has a good right to convey it, and that the same is unencumbered.

Borrower further covenants and binds himself, his heirs and representatives to warrant and defend the title to said 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:

THIS DEED OF TRUST is to secure payment of an indebtedness for borrowed money in the principal amount not exceeding FIFTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 ($55,875.00) DOLLARS, together with interest thereon, due or to become due from grantors to **UNION PLANTERS NATIONAL BANK**, Murfreesboro, Tennessee, evidenced by one or more promissory notes payable to the order of said Lender.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THE TOTAL AMOUNT OF THE INDEBTEDNESS HEREBY SECURED IN TENNESSEE UNDER ANY CONTINGENCY IS $ 55,875.00

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Application of Payments.** All payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, then to any prepayment and late charges, and then to interest and principal on any Future Advances.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien, in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the amount required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall havew the right to hold the policies and renewals therefor, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, of any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any installments on the note or change the amount of such installments. If under paragraph 21 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extend of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds, Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or convenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the convenants and agreements of this Deed of Trust as if the rider were a part hereof.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender reqired mortgate insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expenses or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Proerty, the proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, all proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender with 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application or proceeds to principal shall not extend or postpone the due date of any installments of the Note or change the amount of such installments.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment o taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** 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.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Governing Laws; Severability.** This Deed of Trust shall be governed by the laws of the State of Tennessee. In the event that any provisions or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

14. **Transfer of Property; Assumption.** Without the prior written consent of the Lender, the Borrower will not, by any instrument, means, or device whatsoever (including but not limited to any deed, lease, mortgage, deed of trust, assignment, option or contract) convey, transfer, sell, lease, assign or encumber any right or interest in the mortgaged property, whether legal or equitable, present or future, vested or contingent. If borrower is a Partnership, such foregoing prohibition shall include the transfer of an interest from one partner unto another. If borrower is a Corporation, such foregoing prohibition shall include the transfer of stock. If the foregoing covenants be breached, Lender may, at Lender's option, declare all sums secured by the Deed of Trust to be immediately due and payable.

15. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 21 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

16. **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

17. **Renewals or Extensions.** It is understood and agreed that upon request of Borrower, and at the option of the Lender, the Lender may renew or extend the amount of the Note secured by this instrument either in whole or in part, the last such renewal to expire no later than -5- years from date, and this instrument shall stand as security for any and all renewals or extensions.

18. **Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower but Borrower shall pay all costs of recordation.

19. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove 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. 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.

20. **Waiver of Homestead, Marital Rights and Statutory Redemption.** Borrower expressly waives all right of homestead exemption, equitable and statutory Right of Redemption and all marital rights in and to the Property.

21. **Default.** Now if Borrower shall pay the sums aforesaid when due, according to the terms of said Note then this instrument is to be of no further force or effect. But if Borrower fails to pay the paid sums of money when due as aforesaid, or any part of said suns according to the terms above expressed, or breaches any covenant or agreement in this deed of trust, then, upon such default, or breach, this conveyance remains in full force and effect, and ihe said Trustee, or his successor in trust, is hereby authorized and empowered upon giving 21 days notice, by publication once a week for three consecutive weeks in some newspaper published in Rutherford 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 and marital rights, 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 Lender may bid at any sale under this conveyance. Borrower agrees that the Trustee may at any time after default or breach, as above set forth, enter and take possession of said property and shall only account for net rents received by him.

22. Sale. In case of sale under this Deed of Trust, the proceeds will be applied by Trustee:

First-To pay all costs and charges, including but not limited to attorney's fees and the expense of any litigation which may arise on account of the execution, protectiom or enforcement of this trust.

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

Third-The residue, if any, to be paid to Borrower.

In event of a sale of said property and by virtue of this trust, the Borrower and all persons holding under him shall be and become tenants at will of the purchaser of the same; said tenancy to be terminated at the option of the said purchaser.

23. Use of Terms. Any reference to "Borrower," "Trustee" or "Lender" shall be construed in the appropriate number and gender.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date first above written.

Scott A. Butler
SCOTT A. BUTLER

Belinda Butler
BELINDA BUTLER

STATE OF TENNESSEE
RUTHERFORD COUNTY SS.

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named SCOTT A. BUTLER and wife, BELINDA BUTLER

the bargainor, 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 Smyrna, Tennessee, this the 11th day of March 1993.

Elaine Burton
Notary Public

My Commission expires: 2-25-97

ELAINE BURTON * NOTARY PUBLIC * RUTHERFORD CO., TENN.



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

RECEIVED OF _____

FOR _____

BOOK 8887 PAGE 516

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
			MAMT	55875.00
			MOR TX	61.96
			PRFEE	1.00
			TDEED	16.00
			TOTAL	78.96
			CHECK	78.96

03/15/93 01 10:10 0001 2371

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00231

IDENTIFICATION REFERENCE

MAR 15 12 AM '93

DAVIDSON COUNTY, TN

No. 629897