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DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS $25,750.00. BOOK 8998 PAGE 42

FOR AND IN CONSIDERATION OF One Dollar to our hand paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, **IRWIN B. VENICK and wife, JEANNE F. BALLINGER**, have this day bargained and sold, and do hereby transfer and convey to **RICK DAVIDSON**, of Nashville, Tennessee, **Trustee**, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows:

Land in Davidson County, Tennessee, being the east one-half of Lot No. 227 on the Map of Belmont Land Company's Plan of Lots called "Belmont Heights," of record in Book 421, Page 34, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 62-1/2 feet on the south side of Beechwood Avenue and extends back between parallel lines 175 feet to an alley.

Being the same property conveyed to Irwin B. Venick and Jeanne F. Ballinger by deed from Thomas J. Wims and wife, Nellie D. Wims, of record in Book 5498, page 942, said Register's Office.

TO HAVE AND TO HOLD said property to the said **RICK DAVIDSON**, of Nashville, Tennessee, **Trustee**, and his successor in trust, forever. I/We covenant that I/we am/are lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. I/We further covenant and bind my/our heirs and representatives, to warrant and defend the title to said property to the said **RICK DAVIDSON**, of Nashville, Tennessee, **Trustee**, and his successor 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 secure the payment of an indebtedness for borrowed money evidenced by a Deed of Trust Note, of even date herewith, executed by grantors herein as makers, in the principal sum of $25,750.00, payable to Citizens Savings Bank & Trust Company, Lender as set forth in said Note.

This Conveyance is made in trust to secure the full and prompt payment of indebtedness evidenced by said note, both principal and interest, according to the terms of said note, and further to secure any and all extensions, modifications, and/or renewals thereof, notes given in payment of interest and all attorneys fees, court cost and expenses of whatever kind incident to the collection of said indebtedness and to the enforcement and protection of the lien of this conveyance.

Now if I/We shall pay the sum of $25,750.00 aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if I/We fail to pay the said sums of money when due as aforesaid, or any part of said sums 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 twenty-one (21) days' notice, by weekly publication in Davidson County, Tennessee, to sell property at the Courthouse door in said County, to the highest bidder for cash and free from the equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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. I/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 I/We agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of an insurable amount 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. I/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 I/We fail to do either, 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.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

In case of sale under this Deed of Trust, the proceeds will by 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 remaining unpaid.

THIRD - The residue to be paid to Irwin B. Venick and wife, Jeanne F. Ballinger 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 **RICK DAVIDSON**, of Nashville, Tennessee, **Trustee**, shall be vested in said successor.

35852
IDENTIF. ↑ REFERENCE

93 JUN 30 AM 9:21
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

3588 06/30 0101 03CHECK 36.31

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

In the event of a sale of said property under and by virtue of this trust, the said borrower(s) 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.

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.

This 30 day of June, 1993.

IRWIN B. VENICK

JEANNE F. BALLINGER

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named IRWIN B. VENICK and wife, JEANNE F. BALLINGER, the bargainor(s), 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 Nashville, Tennessee, this 30th day of June, 1993.

My Commission Expires: 9/16/95

Notary Public

STATE OF TENNESSEE

COUNTY OF _____

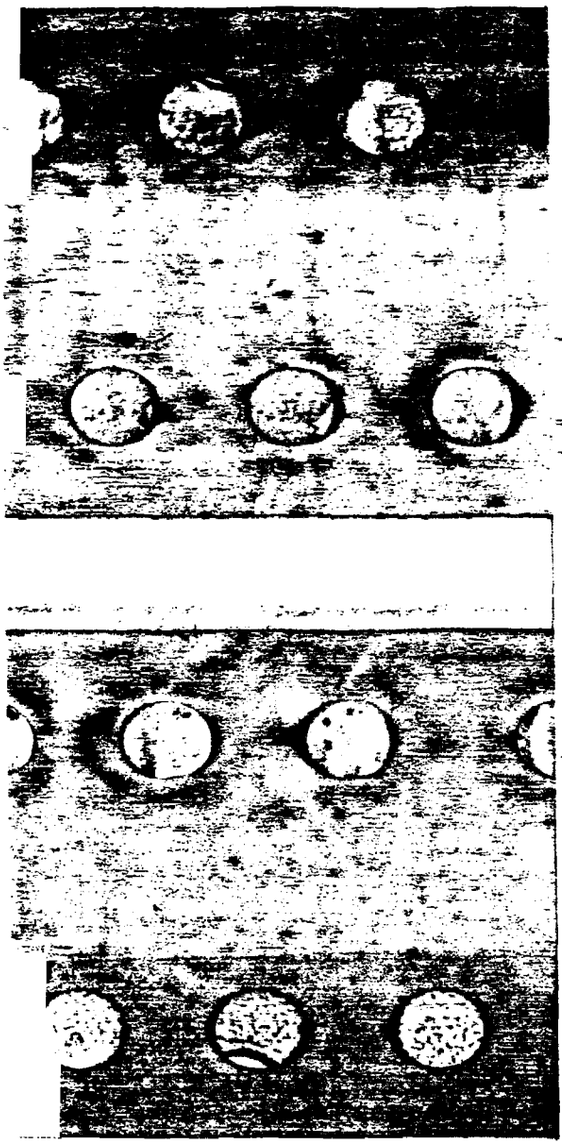
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____, the bargainor(s), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this _____ day of _____, 1993.

My Commission Expires: _____

Notary Public _____

This Instrument Prepared By:
THE LAW OFFICE OF RICHARD MANSON
1314 5th Avenue North, Suite 300
Nashville, Tennessee 37208-2726



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

RECEIVED OF _____

FOR _____

BOOK 8998 PAGE 44

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 25750.00
MOR TX 27.31
PRFEE 1.00
TDEED 8.00
TOTAL 36.31
CHECK 36.31

06/30/93 01 09:22 0001 3588

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35852
IDENTIF. ↑ REFERENCE

93 JUN 30 AM 9:22

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 668772