This instrument prepared by:

JAMES A. CARNEY
Attorney at Law
905 Stahlman Building
Nashville, Tennessee 37201

BOOK 9183 PAGE 53

QUITCLAIM DEED

Name & Address of Property Owner:	Name & Address of Person or Entity Responsible for Payment of Real Property Taxes:	MAP PARCEL NUMBERS
Nashville Funeral Home, Inc. (NAME)	NO MORTGAGE ESCROW	Map 83-9
1821 Russell Street (STREET ADDRESS OR ROUTE NUMBER)	NAME SEND TAX BILLS TO:	Parcel 227
Nashville, Tennessee 37206 (CITY) (STATE) (ZIP)	(STREET ADDRESS) SAME	Map 83-9 Parcel 228
	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of One dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, Michael R. Porter, d/b/a Nashville Funeral Home, by these presents do hereby quitclaim and convey unto Nashville Funeral Home, Inc., Its successors and assigns, all my right, title and interest in and to the following described tract of land:

TRACT I:

BEING Lot No. 210 on the Plan of East Edgefield of record in Book 21, page 147, Register's Office for said County.

SAID Lot No. 210 fronts 50 feet on the westerly side of 11th Street, formerly Smith Avenue, and runs back between parallel lines 171 feet on the northerly line and 172.8 feet on the southerly line to an alley in the rear.

BEING the same property conveyed to Nashville Funeral Home, Inc. by deed from W. M. Redding and wife, Lillian Redding, of record in Book 6702, page 421, Register's Office for Davidson County, Tennessee.

TRACT II:

LAND in Davidson County, Tennessee, being Lot No. 209 on the Plan of East Edgefield, of record in Plat Book 21, page 147, Register's Office for said county, to which reference is made for a more complete description.

BEING the same property conveyed to Nashville Funeral Home, Inc. by Fatherland Street Baptist Church of record in Book 6531, page 50, said Register's Office.

The said Charter of Nashville Funeral Home, Inc. having been revoked by the Secretary of State for failure to file annual reports in 1987, leaving Michael R. Porter as sole owner of all shares of stock, presiding officer and sole proprietor and owner of the business

TRACT I: IMPROVED PROPERTY, commonly known as 120 South 11th Street, Nashville, Tennessee 37206

TRACT II: PROPERTY, commonly known as 1021 Russell Street, Nashville, Tennessee 37206

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 0

Subscribed and sworn to before me, this the ____ day of November 19 93

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises.

Witness my hand this 6th day of DECEMBER, 1993, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Michael R Porter DBA
MICHAEL R. PORTER, d/b/a
NASHVILLE FUNERAL HOME

0

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 0-
James E. Carney
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF Dec 19 93
Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me _____, *a Notary Public in and for said County and State* Michael R. Porter, d/b/a Nashville Funeral Home

the within named 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 contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 6th *day of* DECEMBER, *19* 93.

Commission expires 11-15-95 James A. Carney *Notary Public*

JAMES A. CARNEY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____, *with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged* _____*self to be* _____ *of the* _____, *the within named bargainor, a corporation, and that* _____ *he as such* _____ *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* _____*self as* _____

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*____.

_____ *Notary Public*

Commission expires _____

PICK-UP

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.
93 DEC 10 AM 10:54

95567
IDENTIF. & REFERENCE

QUIT CLAIM DEED

MICHAEL R. PORTER, d/b/a
NASHVILLE FUNERAL HOME

TO

NASHVILLE FUNERAL HOME, INC.

2726 12/10 0101 03CHECK 8.00

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

THIS INSTRUMENT PREPARED BY JAMES A. CARNEY, ATTORNEY, 905 STAHLMAN BUILDING, NASHVILLE, TENNESSEE 37201

For and in Consideration of One Dollar to It paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Nashville Funeral Home, Inc.

have this day bargained and sold, and do hereby transfer and convey, to Bob Herrman, NASHVILLE, TN Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

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TRACT I:

BEING Lot No. 210 on the Plan of East Edgefield of record in Book 21, page 147, Register's Office for said County.

SAID Lot No. 210 fronts 50 feet on the westerly side of 11th Street, formerly Smith Avenue, and runs back between parallel lines 171 feet on the northerly line and 172.8 feet on the southerly line to an alley in the rear.

TRACT II:

LAND in Davidson County, Tennessee, being Lot No. 209 on the Plan of East Edgefield, of record in Plat Book 21, page 147, Register's Office for said county, to which reference is made for a more complete description.

BEING the same properties conveyed to Nashville Funeral Home, Inc. by deed from Michael R. Porter, d/b/a Nashville Funeral Home, of record in Book , page , Register's Office for Davidson County, Tennessee.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES
IS $20,000.00

To Have and to Hold said property to the said Bob Herrman Trustee, and his successor in trust, forever. It covenant that It is lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered, except of record. It further covenant and bind Itself, Its successors and heirs and representatives, to warrant and defend the title to said property to the said Bob Herrman, 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 wit:

To secure the payment of a promissory note of even date in the principal sum of $20,000.00, bearing interest at 10% per annum, payable to the order of Beck & Beck, Inc. in monthly installments of $400.00 each, including principal and interest, commencing on the 5th day of February, 1994, and continuing monthly for fifty nine (59) consecutive montly installments, after which the entire balance, principal and interest, will fall due in full on the 5th day of January, 1998.

Now if mortgagor 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 It 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, 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 20 days' notice, by 3 publication in some weekly newspaper within Davidson 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, the statutory right of redemption, homestead, dower, statutory or elective 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 creditor may bid at any sale under this conveyance. It 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 It agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ Ins. Int. 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. It 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 It 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 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 then remaining unpaid.

Third—The residue to be paid to mortgagor 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 Bob Herrman, Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said mortgagor and all persons holding under It 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 6th day of December, 19 93

NASHVILLE FUNERAL HOME, INC.

BY: _____
D. AUSTIN, V.P.

95568

IDENTIF. & REFERENCE

93 DEC 10 AM 10:55 FELIX Z. DAVIDSON COUNTY, TN. REGISTER

PICK-UP

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for said County and State, 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 contained..

Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19 __ .

_____ Notary Public

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, James A. Carney a Notary Public in and for the State and County aforesaid, personally appeared D. Austin

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of the Nashville Funeral Home, Inc. a corporation, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and official seal at Nashville, Tennessee this 6th day of December 19 93

Commission Expires 11-25-95 James A Carney Notary Public

NOTARY PUBLIC DAVIDSON COUNTY TENN

DEED OF TRUST

FROM
NASHVILLE FUNERAL HOME, INC.

TO
BOB HERRMAN, Trustee

Attorneys Title Company
Titles Guaranteed

2727 12/10 0101 03CHECK 29.70

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

RECEIVED OF _____

FOR _____

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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 20000.00
				MOR TX 20.70
				PRFEE 1.00
				TDEED 8.00
				TOTAL 29.70
				CHECK 29.70
			12/10/93 01	10:56 0001 2727

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95568
IDENTIF. ↑ REFERENCE

93 DEC 10 AM 10:55
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 732747