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AUG 23 1994
DAV. CO. CHANCERY COURT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

BUFORD F. DRAKE AND WIFE, JUANITA S. DRAKE,

VS.

ESTATE OF LEON GILBERT, HARRIS A. GILBERT, EXECUTOR, AND HOWARD COHEN, SOLE NEXT OF KIN AND HEIR AT LAW OF JACK J. COHEN AND WIFE, BESSIE D. COHEN,

DOCKET NO. 94-1554-I

ORDER FILED & ENTERED AUG 29 1994

MINUTE BOOK 314 PAGE 358

BOOK 9450 PAGE 566

FINAL DECREE QUIETING TITLE

This cause came on to be heard on this 19th day of August 1994, before the Honorable Irvin H. Kilcrease, Chancellor, Part I Chancery Court of Davidson County, Tennessee, upon the entire record and especially upon motion by plaintiffs for default judgment against defendant, Howard Cohen, as the sole next of kin and heir at law of Jack J. Cohen and wife, Bessie D. Cohen, both of whom are now deceased, and motion for judgment on the pleadings against defendants, Estate of Leon Gilbert and its Executor, Harris A. Gilbert, and on the Complaint and Answer filed thereto by said defendant estate and its executor, it appearing that all matters alleged in the Complaint are admitted; that defendant Cohen failed to file Answer or plead to the Complaint within the time period prescribed by law; that all defendants have failed to file and serve written response to this motion after having the same served upon them for such response as required by Local Rule 12.05 (c), and from the entire evidence of this cause, the Court is of the opinion that said motions for default judgment and judgment on the pleadings should be granted as hereinafter provided.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court the following:

1. That plaintiffs, Buford F. Drake and wife, Juanita S. Drake are the owners in fee simple of the following described property by Final Decree Confirming Sale, of record in Book 8129, page 781, Registers office of Davidson County, Tennessee; to wit:

Being the north 30 feet of Lot No. 140 and the south 20 feet of Lot No. 141 on the Map of McGavock's Addition to the Town of Nashville, as of record in Book 21, page 23, Register's office of Davidson County, Tennessee.

Said parts of said Lots adjoin and front together 50 feet on the east side of 10th Avenue North and run back between parallel lines 150 feet to an alley.

Being the same property conveyed to Jack J. Cohen and wife, Bessie D. Cohen, as to one-half undivided interest, and to Leon Gilbert, as to remaining one-half undivided interest, of record in Book 5365, page 83, Registers office of Davidson County, Tennessee; the said Jack J. Cohen and wife, Bessie D. Cohen and Leon Gilbert having since died.

2. That defendant, Howard J. Cohen, is the sole heir at law and next of kin of Jack J. Cohen and wife, Bessie D. Cohen; that said defendant Cohen and defendants, The Estate of Leon Gilbert and its executor, Harris A. Gilbert, have no estate or interest whatever in or to the above described property, and that said defendants, and each of them, be and the same are hereby forever debarred from asserting any claim whatever in or to the above described real property adverse to plaintiffs herein.

3. That therefore, all right, title and interest in and to the above described property is vested in plaintiffs, Buford F. Drake and wife, Juanita S. Drake, in fee simple, free and clear of any title, lien, or other claim in favor of defendants or any other person whatever.

4. That costs are assessed against plaintiffs for which execution may issue in necessary.

86210 IDENTIF. & REFERENCE

AUG 30 PM 12:29 REGISTER DAVIDSON COUNTY, TN.

PICK-UP

CHANCELLOR

I hereby certify that this is a true copy of original instrument filed in my office.
This 30th day of August 1994
CLAUDIA C. BONNYMAN Clerk & Master
By Regina Nelson Deputy Clerk

FOR ENTRY:
PETWAY, BLACKSHEAR, CAIN & ENNIX

BY: Julian W. Blackshear
JULIAN W. BLACKSHEAR, JR., #4607
208 Third Avenue, North
Fifth Floor
Nashville, Tennessee 37201
(615) 244-4850

8579 08/30 0101 03CHECK 8.00

THIS DOCUMENT IS BEING RE-RECORDED TO ADD TRACT II.

Ways &

This instrument was prepared by:
Combos & Hix, P.C.
315 Deaderick St.
Suite 1100
Nashville, TN 37238

BOOK 9446 PAGE 397

DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 100,000.00.

(Applicable if checked) THIS DEED OF TRUST IS A "CONSTRUCTION MORTGAGE", AS DEFINED IN TENN. CODE ANN. §47-9-313, OR IS GIVEN TO REFINANCE A CONSTRUCTION MORTGAGE.

(Applicable if checked) THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES TO BE OBTAINED FOR COMMERCIAL PURPOSES.

THIS DEED OF TRUST ("Security Instrument") is made on August 15, 1994. The grantor is Harmon Koon a/k/a Harmon Hoyt Koon ("Borrower"). The trustee is Guaranty Title Company ("Trustee", which term shall include any successor trustee appointed under this Security Instrument) a Tennessee corporation whose address is First American Center, Nashville, TN 37237. The beneficiary is First American National Bank, which is organized and existing under the laws of the United States of America, and whose local address is First American Center, Nashville, Tennessee 37237 ("Lender", which term shall also include any subsequent holder of the Primary Debt, as hereinafter defined). This Security Instrument secures to Lender the repayment of any and all present or future, direct or contingent, liabilities and indebtednesses of any Borrower or _____ to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, subject to any limits hereinafter set forth, except that such liabilities and indebtednesses, (hereinafter, the "Secured Debt", which term shall include the Primary Debt), other than the Primary Debt, shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if at the time such liability or indebtedness is incurred any legally required disclosure of the lien afforded hereby respecting such debt shall not have been made; all attorney's fees, court costs and expenses of whatever kind incurred in the collection of any of said indebtednesses, including but not limited to the Primary Debt and the enforcement and protection of the lien of this conveyance and the performance of the covenants and agreements of Borrower herein contained. (As used in this paragraph, the term "Borrower" shall also include any primary obligor on the Primary Debt.)

The indebtednesses and liabilities secured hereby include, but are not limited to, the indebtedness evidenced by or incurred under the following instrument or agreement (hereinafter, the "Primary Debt"; such instrument or agreement hereinafter being referred to as the "Primary Debt Agreement"), which, if not sooner paid, is due and payable August 15, 1999, and any and all extensions, modifications and renewals thereof: A Promissory note of even date between Harmon Koon and Lender, pursuant to which borrower promises to pay to the order of First American National Bank the principal sum of $100,000.00 plus interest together with all other terms and conditions as provided for therein.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Tracts I & II-Davidson Tract III-DeKalb County, Tennessee:

RE-RECORD BOOK 9450 PAGE 568

TRACT I:
Land in Davidson County, Tennessee, in the 3rd, formerly the 2nd, Civil District of said County, being part of Lot No. 1 on the Map of the T. F. Connolly Lands, not of record, being Lots Nos. "B" and "C" on the Map of A. J. Wheeler property, not of record, described according to a survey made by Z. J. Wilkinson, Surveyor, August 5, 1948, as follows:

Beginning at an iron pipe on the southerly margin of Thompson Place, formerly Honeysuckle Lane, at the northwest corner of the property conveyed to John F. Baggett, Jr., and wife, by deed from Clarence L. Pyle and wife, of record in Book 1385, page 644, Register's Office for said County; thence with Baggett's westerly line, southwardly 228 feet to an iron pipe; thence South 83 degrees 41 minutes West 132 feet to the southeast corner of the property conveyed to James William Wingo and wife, by deed from Albert J. Wheeler and wife, of record in Book 1635, page 612, said Register's Office, being the corner of Lots "A" and "B"; thence with the line between side two lots North 0 degrees 30 minutes West 226.8 feet to the southerly margin of Thompson Place; thence with same eastwardly 140 feet to the beginning.

Being the same property conveyed to Harmon Koon, a single person, by deed from Terrall W. Goad and wife, Shana D. Goad, of record in Book 6512, page 209, Register's Office for Davidson County, Tennessee, and further conveyed to Harmon Hoyt Koon by Quitclaim Deed from Linda Lee Koon of record in Book 8322, page 413, said Register's Office.

see attachment for continuation of the legal description....

Tract I: 1118 Thompson Place, Nashville, TN
Tract II: 301 Ladybird Drive, Nashville, TN
Tract III: Bruer Drive, Smithville, TN

which has the address of _____ [Street] _____ [City]

Tennessee _____ [Zip Code] ("Property Address");

1776 08/25 0101 03CHECK 129.70

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record or as otherwise recited herein (such excepted encumbrances hereinafter being referred to as "Permitted Liens"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any Permitted Liens.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Borrower covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Subject to paragraph 11, Borrower shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to, the Secured Debt.

2. Application of Payments. Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any Secured Debt shall be applied, first, to late charges due; second, to prepayment charges due; third, to interest due; and last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien, other than a Permitted Lien, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, other than a Permitted Lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain the coverages described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to apply to Secured Debt, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Hazardous Substances. No Hazardous Substances (which term shall include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants [including, without limitation, asbestos and raw materials which include hazardous constituents], or any other similar substances or materials which are included under or are regulated by any environmental laws or regulations of the United States or the State of Tennessee) are, or, while Borrower retains possession of or any title to or interest in the Property, will be located on, or had been or will be stored, processed, or disposed of on, or released or discharged (including by way of ground water contamination) from, the Property, and no above-ground or underground storage tanks exist or, during such time, will exist on the Property. No private or governmental lien or judicial or administrative notice or action related to Hazardous Substances or other environmental matters has been filed against the Property or otherwise issued to or received by Borrower. Borrower shall indemnify and hold harmless Trustee, Lender and any subsequent holder of any interest in the Property derived through this Security Instrument, from and against any and all liabilities, costs, and expenses resulting from a breach of any of the foregoing warranties and covenants respecting Hazardous Substances.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, or a foreclosure proceeding, judicial or nonjudicial), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become Secured Debt. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate in effect from time to time under the Primary Debt Agreement and shall be payable, with interest, upon demand from Lender to Borrower.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair market value of the Property immediately before the taking. Any remaining balance shall be 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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

10. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any

successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof. Any Borrower who co-signs this Security Instrument but does not execute the Primary Debt Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Secured Debt without that Borrower's consent.

12. Loan Charges. If any Secured Debt is subject to a law which sets a maximum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Secured Debt exceed the permitted limits, then: (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the Primary Debt, other Secured Debt, or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the applicable instrument.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Primary Debt Agreement or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectable, or of diminishing the value of Lender's security, then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second subparagraph of paragraph 16.

14. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method and shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by certified mail to Lender's main office.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State of Tennessee. In the event that any provision or clause of this Security Instrument or the Primary Debt Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Primary Debt Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Primary Debt Agreement which can be given effect without the conflicting provision are declared to be severable.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding the creation of a lien subordinate to this Security Instrument, Lender may, at its option, require immediate payment in full of all Secured Debt. However, this option shall not be exercised by Lender if its 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 30 days from the date the notice is delivered or mailed within which Borrower must pay all Secured Debt. 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.

17. Remedies. If Borrower fails to pay any Secured Debt or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep the property insured, or perform said other obligations and agreements as herein provided, Borrower fails to reimburse Trustee or Lender for all sums, with interest, so extended by Trustee or Lender within 30 days from demand by Lender for such payment, this trust conveyance shall remain in full force and effect, and at the option of Lender, all remaining unpaid Secured Debt shall become due and payable at once, without notice, and Trustee is hereby authorized and empowered to sell the Property, or any portion thereof, in accordance with TCA §35-5-101 et seq., as amended from time to time, and to execute and deliver a Deed to the purchaser. In the event Trustee sells a portion of the Property, this Security Instrument shall remain in full force and effect as to the remainder of the property. Lender or Lender's designee may bid at any sale under this trust conveyance. Trustee may postpone any sale hereunder to another time or place by so announcing to all present at the time and place of a previously scheduled sale, without the necessity of any further notice whatsoever. Trustee is hereby authorized and empowered to appoint one or more agents to exercise Trustee's powers and perform Trustee's duties under this Security Instrument. Trustee shall apply the proceeds of this sale in the following order:

(a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees and costs of title evidence;

(b) to all Secured Debt;

(c) the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of the Property, or any portion thereof, under and by virtue of this trust, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale, and shall be liable for all damages occasioned by its continued possession of the Property, together with the purchaser's reasonable attorneys fees and expenses of enforcing its rights to, or in any way respecting, the Property and the rentals owing thereon. In addition to the power of sale described above Trustee or Lender shall have the right to proceed in a court of equity to foreclose this Deed of Trust.

18. Extensions; Power of Attorney. Borrower constitutes and appoints any officer or employee of Lender as Borrower's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Borrower's behalf any extension of this Security Instrument, as amended and or previously extended, if, at the time of such extension, any Secured Debt or any obligation on Lender's part to make an extension of credit that would constitute a Secured Debt (a "Commitment") is outstanding. Borrower shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt or Commitment is outstanding.

19. Release. Upon payment of all Secured Debts and final termination of all Commitments, Lender shall release this Security Instrument.

20. Substitute Trustee. Lender, at its 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 Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property.

22. Funds for Taxes and Insurance. If Lender so demands in writing, and unless Borrower is already similarly obligated to the holder of a Permitted Lien and is in compliance with such obligation, Borrower shall pay to Lender on the day monthly payments are due under the Primary Debt Agreement, until the Primary Debt Agreement is terminated and paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold

payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are hereinafter called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all Secured Debt, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 the Property is sold or acquired by Lender, Lender shall apply , no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt.

Lender shall have the option at any time to require Borrower to pay to Lender in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event Lender requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation said sum to be held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Borrower shall promptly deposit the entire amount of said deficit.

23. Security Agreement; Assignment of Leases and Rents; Right to Possession. As additional security for the repayment of the Secured Debts, Borrower (i) hereby grants to Lender a security interest in all that portion of the Property now or hereafter comprised of fixtures and (ii) assigns to Lender all leases and rents, income or profits now or hereafter derived from the Property.

Lender shall have all the rights of a secured party under the Uniform Commercial Code (Tennessee) in and respecting such fixtures, but such rights shall not be exclusive or in derogation of Lender's rights respecting such fixtures as the beneficiary under this Deed of Trust. Borrower shall promptly reimburse Lender for all costs, including reasonable attorney's fees, incurred by Lender in (i) perfecting Lender's security interest in such fixtures under the Uniform Commercial Code, should Lender so desire, and (ii) enforcing its security interest therein, all of which, together with interest thereon at the maximum applicable lawful contract rate, shall become additional Secured Debt. Borrower shall, promptly at Lender's request, execute any financing statement Lender deems necessary to so perfect its security interest in such fixtures.

In the event of default on any Secured Debt (whether or not the maturity of said Debt is accelerated) or abandonment of the Property, Lender, in person, by agent, or through a judicially appointed receiver, shall be entitled to take possession of and manage the Property and to collect all rents, income and other profits derived from the Property, including all amounts past due. Borrower agrees to relinquish peaceful possession to Lender. All rents, income and profits collected by Lender or receiver shall be applied first to payment of costs of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds, and reasonable attorney's fees. The rents, income and profits shall then be applied to the Secured Debt, and Lender shall be liable to account only for the net rents actually received.

In connection with this Assignment of Leases and Rents, Borrower agrees to comply with all terms imposed on it as Lessor under any lease covering any part of the Property. Should Borrower default under any such lease, Lender may take whatever action it deems desirable to prevent or cure the default by Borrower. Lender shall have the right to enter upon the Property as often as it desires in order to prevent or cure any such default. In attempting to prevent or cure any such default, Lender may spend such sums of money as it deems necessary, and Borrower hereby agrees to pay Lender immediately upon demand all sums so expended by Lender, together with interest from the date of payment by Lender at the maximum applicable lawful contract rate. Such sums and the interest accrued thereon shall become additional Secured Debt.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Harmon Koon
Borrower Harmon Koon

Linda Koon
Borrower Linda Koon

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, Harmon Koon with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15 day of August, 19 94.

Melissa Deal
Notary Public

My commission expires:
My Commission Expires Dec. 21, 1996

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for the aforesaid County and State, _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that _____ executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that _____ is the _____ of the maker or a constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

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

_____
Notary Public

My commission expires:

_____

94 AUG 25 PM 2:35
REGISTER
DAVIDSON COUNTY, TN.

84717
MENT. & REFERENCE

Bo458

continuation of the legal description

RE-RECORD BOOK 9450 PAGE 572

TRACT II:
Being Lot No. 108 on the Plan of Town Park Estates as of record in Book 3300, pages 64 and 65, Register's Office, Davidson County, Tennesseee, to which plan reference is hereby made for a complete description.

Being the same property conveyed to Harmon Koon by deed from B & H Enterprises, a partnership, of record in Book 5620, page 690, Register's Office for Davidson County, Tennessee.

TRACT III:
Land in the Third, formerly the 24th Civil District of DeKalb County, Tennessee, descirbed as follows:

Beginning at an iron pin at west corner of Lot No. 7 on Bruer Drive; thence 130 feet southeast to iron pin; thence 115 feet to iron pin in southwest direction; thence 130 feet northwest to iron pin on southeast side of Bruer Drive, thence 130 feet northeast to iron on the southeast side of Bruer Drive, the beginning corner, and being Lot No. 8 on Bruer Drive of the Corlasco Hills Subdivision, plat of same unrecorded, and being the same lands described in conveyance from Robert J. Snyder, Jr., et ux to Michael L. Owen, dated August 5, 1986, of record in Deed Book I-6, page 341, Register's Office, DeKalb County, Tennessee.

Being the same property conveyed to Harmon Koon by deed from Michael L. Owen, a single person, of record in Book Q-6, page 510, Register's Office for DeKalb County, Tennessee and further by Quitclaim Deed from Linda Lee Koon of record in Book 15, page 163, said Register's Office.

86211
IDENTIF. # REFERENCE
RE-RECORD
94 AUG 30 PM 2:29
FILED FOR RECORD REGISTER
DAVIDSON COUNTY, TN.

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