RETURN TO:
THE PACESETTER CORPORATION

5010 LINBAR DRIVE, SUITE 150
NASHVILLE, TENNESSEE 37211
(615) 834-4445

THIS INSTRUMENT WAS PREPARED BY THE PACESETTER CORPORATION
5010 LINBAR DRIVE, SUITE 150, NASHVILLE, TENNESSEE 37211

DEED OF TRUST

Maximum principal indebtedness for Tennessee recording tax purposes is $ 8,895.12

BOOK 9655 PG 843

This Deed of Trust, made this 11th day of April, 19 95, is from Wilma Cadenhead

(hereinafter called "Buyer"), to Jeffrey J. Wall, P.O. Box 951, Knoxville, TN 37901 Trustee (hereinafter called "Trustee"), to secure obligations owed to The Pacesetter Corporation, Nashville, Tennessee (hereinafter called "Seller"). This Deed of Trust is given to finance a Construction Mortgage as contemplated by Tenn. Code Ann. § 47-9-313(6).

Buyer, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has this day bargained and sold and does hereby transfer and convey to Trustee the following described real property located in Davidson County, Tennessee

See attached

being the same property conveyed by _____ to _____, Warranty Deed dated _____, of record in Book _____, Page _____, in the Registers Office for Davidson County, Tennessee. (This is improved property located at: 1114 Granada Ave Nashville TN. 37206), together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to said property. Buyer transfers and assigns to Trustee all rents, issues and profits which may arise or be derived from said property, but Buyer shall be entitled to possession of said property and to collect and retain all said rents, issues and profits until default hereunder.

TO HAVE AND TO HOLD said property to the above named Trustee, and his successors and assigns forever.

Buyer covenants that Buyer has good right, full power, and lawful authority to convey said property to the Trustee; that Buyer will warrant and defend the title to said property against all claims.

Buyer covenants that Buyer is lawfully seized of said property and that the same is free and clear of all taxes, liens and encumbrances whatsoever, except the following: (If none, so state.)

But this conveyance is made in trust to secure the payment of indebtedness and performance of obligations as follows:

Retail Installment Sales Contract No. 46021 between Seller and Buyer and of even date herewith.

55152

IDENTIFICATION REFERENCE

95 APR 27 AM 8:5[illegible]

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

This Deed of Trust shall secure all extensions, renewals, modifications and changes in form of said indebtedness and the instrument(s) evidencing same. The terms of said indebtedness are incorporated hereby by reference as fully as if copied herein verbatim.

This conveyance shall also secure the payment of any other indebtedness, presently existing or hereafter arising, of any type or kind, direct or contingent, owed or to be owed by Buyer (or any one of the Buyers) to Seller, and this Deed of Trust shall remain in full force and effect until all obligations secured hereby are fully paid; provided, however, this Deed of Trust shall not secure any such other credit subject to the provisions of Regulation Z of the Board of Governors of the Federal Reserve System unless any required notice of the right to cancel has been given.

The holder of the lien created by this instrument has not and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under Section 66-108 of the Tenn. Code Ann., as amended, or otherwise.

ADDITIONAL COVENANTS AND WARRANTIES

46021 BOOK 9655PG844

Buyer further covenants, warrants, and agrees as follows:

1. SELLER'S CONSENT TO TRANSFER THE PROPERTY. If Buyer should convey the property, or any interest therein, to any other party, or should place another mortgage or lien against said property without first obtaining written consent of Seller, the entire principal balance, together with interest and all other sums secured hereunder, shall become immediately due and payable at the option of the Seller.

2. INSPECTION. Seller may enter upon and inspect the property, provided that Seller gives prior notice of its intent to do so.

3. FORBEARANCE BY SELLER NOT A WAIVER. Forbearance by Seller in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. The receipt by Seller of any past due payments of the indebtedness, either before or after acceleration, shall not deprive Seller of the right to accelerate the maturity of the indebtedness or of any other right of enforcement existing pursuant to the terms of this Deed of Trust. The procurement of insurance or the payment of taxes or other liens or charges by Seller shall not be a waiver of Seller's right to accelerate the maturity of the indebtedness because of default hereunder.

4. RELEASE OF LIEN. If the Buyer pays all indebtedness secured hereunder when due, and performs all of the foregoing covenants and agreements, then this Deed of Trust shall become void and the legal title to said property shall vest in the Buyer, and proper satisfaction and release of record will be entered at the expense of the Buyer.

5. DEFAULT AND FORECLOSURE. If Buyer shall fail to pay any part of said indebtedness when due, or shall fail to keep and well and truly perform any of the covenants and agreements herein made by Buyer, or should a creditor, receiver or trustee in bankruptcy obtain any interest in the property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction, or by means other than inheritance or devise, or in the event there shall be any default in the payments, terms or provisions or any liens against a portion or all of the property conveyed herein, having priority over the lien created herein, except as disclosed herein, or should the Seller deem itself insecure, then in either such event all of the indebtedness hereby secured shall, at the option of the Seller thereof, and without notice to the Buyer, become immediately due and payable, and this Deed or Trust may be foreclosed by a judicial proceeding, or the Trustee, or his duly appointed agent, is authorized and empowered to enter and take possession of said real estate and, before or after such entry, to advertise the sale of said property or any party thereof, once each week for three consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty (20) days after the date of publication of first notice and of the terms of sale, in a newspaper published in said county, if any there be, and sell the said real estate or any portion thereof at the courthouse door in the county where the real estate lies, for cash to the highest bidder free from all legal and equitable rights or redemption and all other rights of redemption, statutory or otherwise, homestead, dower and all other exemptions and marital rights, all of which are hereby expressly waived and conveyed, and said Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which Buyer agrees shall be given without obstruction, hindrance or delay and Buyer will from that moment become and be a tenant at will of the purchaser, and removable by process, as upon a forcible and unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said premises from and after said sale.

6. LIEN ON PROCEEDS. Without limitation, the lien of this Deed of Trust shall extend to the interest of the Buyer in the proceeds from any judicial or trust sale of the property conveyed herein including, without limitation, the proceeds from sale by foreclosure of any prior encumbrance to the extent that such proceeds exceed the amount necessary to satisfy such prior encumbrance. The trustee, officer or other person in charge of any such sale or foreclosure is hereby authorized and directed to pay such excess proceeds to the holder of the indebtedness secured hereunder to the extent necessary to satisfy said indebtedness.

7. COLLECTION OF RENTS BY TRUSTEE. The Buyer having assigned the rent to further secure the indebtedness herein secured, in case it becomes necessary for the Trustee to take charge of the property on account of default, the Trustee shall be entitled to the usual fee charged for the collection of rents.

8. SUCCESSOR TRUSTEE. Should the Trustee named herein die, fail, refuse or become unable to act, or should there be any other reason satisfactory to Seller, or the legal holders of a majority of the unpaid indebtedness hereby secured, the Seller of the legal holders of a majority of the unpaid indebtedness hereby secured may name and appoint a successor to execute this trust, and the title, powers and authority herein conveyed to and vested in the aforementioned Trustee, shall be vested in said successor; which appointment shall be in writing, and shall be duly registered in the Register's Office of the County in which said land lies; and as to any such substitute Trustee like powers of appointment and substitution shall exist in favor of Seller, its successors and assigns.

9. BOND. The giving of bond, making oath, or the filing of inventory by the Trustee or his successors is expressly waived.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL. The covenants and agreements herein contained shall bind, and rights hereunder shall inure to, the respective heirs, executors, administrators, successors, and assigns of Seller and Buyer. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants and agreements of Buyer shall be joint and several. The term "Seller" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise.

11. CAPTIONS. The captions, numbers and subsections of this Deed of Trust are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

IN WITNESS WHEREOF, Buyer has hereunto set its hand this 14th day of April, 19 95.

x Wilma J. Odom

ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF Davidson

On this 14th day of April, 19 95, before me personally appeared Wilma Odom

to me known (or proved to me on the basis of satisfactory evidence) to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he, she or they executed the same as his, her or their free act and deed.

My Commission expires:

1-20-1999

NOTARY PUBLIC

NICKY VANN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

96826 04/27 0101 03CHECK 20.94

7063 SM-101-TN-A/IC

THE PACESETTER CORPORATION
5010 Linbar Drive, Suite 150
Nashville, Tennessee 37211

Telephone: (615) 834-4445
Fax: (615) 834-6069

BOOK 9655 PG 845

LEGAL DESCRIPTION

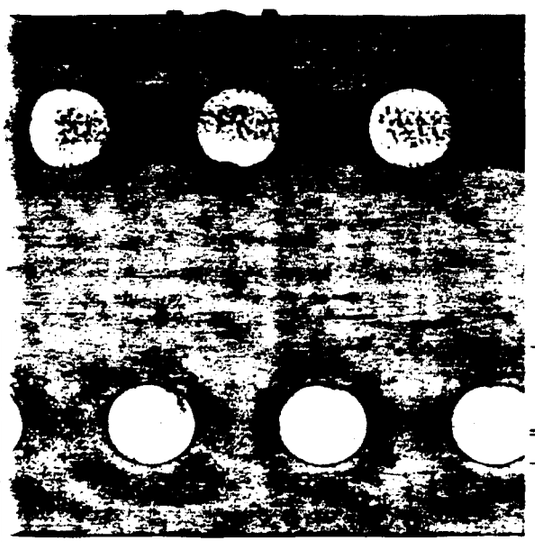
A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to-wit:

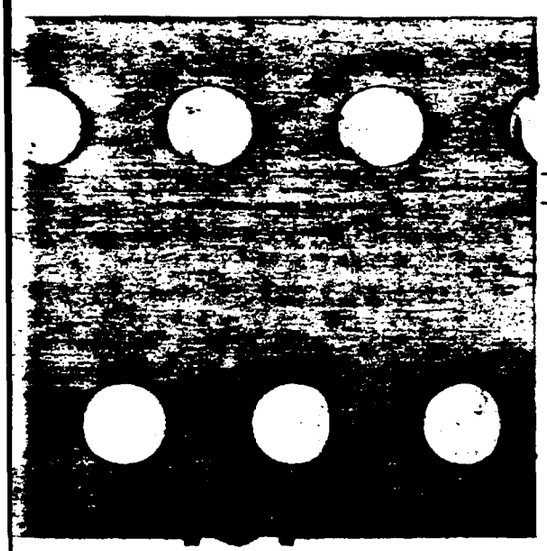
Land in Davidson County, Tennessee, being Lot No. 44 on the Plan of J.B. Hancock's East End Addition, of record in Book 57, page 133, Register's Office for said County.

Said Lot No. 44 fronts 50 feet on the southerly side of Granada, formerly Grand Avenue, and runs back 143 feet on the easterly line and 143.8 feet on the westerly line, to an alley, measuring 50 feet thereon.

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

Being the same property conveyed to Wilma J. C. Odom by deed from Minnie L. Reynolds, unmarried of record in Book 6579, page 583, Register's Office for Davidson County, Tennessee.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9655 PG 846

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 8898.12
MOR TX 7.94
PRFEE 1.00
TDEED 12.00
TOTAL 20.94
CHECK 20.94

04/27/95 01 08:52 0001 4826

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

55152
IDENTIF. ↑ REFERENCE

95 APR 27 AM 8:51
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 904269