This instrument prepared by Paul Hackett, Citizens Bank, Carthage, TN

FILE BOX 45

DEED OF TRUST AND SECURITY AGREEMENT

☐ If box is checked, this Deed of Trust secures advances to be made under either a ☐ Construction Loan Agreement, or a ☐ Home Improvement Loan Agreement as indicated.

☐ IF BOX IS CHECKED, THIS IS AN "OPEN END MORTGAGE", AS DEFINED IN CHAPTER 137, 1987 PUBLIC ACTS OF TENNESSEE, AND BORROWER(S) HEREBY ACKNOWLEDGE(S) NOTICE THAT SAID PUBLIC CHAPTER 137 GIVES BORROWER(S) THE RIGHT, BY COMPLYING WITH ITS PROVISIONS, TO REDUCE THE LIMIT ON THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS DEED OF TRUST. THE REQUIRED NOTICE OF LIMITATION SHALL BE SERVED ON LENDER IN THE FORMAT AND AT THE ADDRESS STATED IN THE OPEN-END CREDIT AGREEMENT.

☐ If box is checked, this Deed of Trust secures OBLIGATORY advances to be used for commercial purposes.

FOR AND IN CONSIDERATION of the indebtedness herein recited and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged,

Monroe W. Coon and wife, Ruby C. Coon (jointly, if more than one, "Borrower")

has this day bargained and sold and does hereby transfer and convey to Walter G.Birdwell, Jr., Carthage, Tn ("Trustee"), and his successors in trust and assigns, for the benefit of Citizens Bank, a Tennessee banking corporation, having its principal office at Carthage, Tennessee, the owner and holder of the indebtedness herein secured, certain property in the State of Tennessee, _____ Civil District, Davidson County, described as follows, to wit:

Being Lot No. 553, on the Plan of Hermitage Hills, Section 5, of record in Plat Book 3300, pages 1 and 2, Register;s Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BOOK 9941 PG 476

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IDENTIFICATION SERVICE

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RECEIVED & RECORDED
DAVIDSON COUNTY, TN.

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Being the same property conveyed to the Grantors by deed from Ralph L. Butler, Jr. and wife, Marsha Ann Butler and describe in Deed Book 9941, page(s) 473 in the Register's Office of Davidson County, Tennessee, which is referred to for further description, 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. Borrower transfers and assigns to Trustee all rents, issues and profits which may arise or be derived from said property, but Borrower 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, his successors in trust and assigns, forever. Borrower covenants that Borrower has a good right, full power, and lawful authority to convey said property to the Trustee; will warrant and defend the title to said property against all claims and covenants that Borrower is lawfully seized of said property and the same is free and clear of all encumberances.

This conveyance is made in trust for the following uses and trust: To secure the repayment of the following note(s): Note made by Borrower dated January 31, 1996 payable to Citizens Bank in the original principal sum of $ 87,000.00. This instrument secures any modifications, extensions, renewals, or changes in form of said note(s); any note(s) given in payment of interest and all attorney's fees, court costs, and expenses of whatever kind incident to the collection of the note(s) and the enforcement and protection of the lien of this conveyance; and the faithful and full performance of all covenants, agreements, and warranties of Borrower to Citizens Bank. The terms and conditions of said note(s) are incorporated herein and made a part hereof by reference as if incorporated verbatim herein.

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 Borrower (or any one of the Borrowers) to Lender, 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.

If the Borrower pays all indebtedness secured hereunder when due, and performs all of the covenants and agreements of this Deed of Trust, then this Deed of Trust shall become void and the legal title to said property shall vest in the Borrower.

If Borrower 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 the Borrower, 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 of 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 Lender deem itself insecure, then in either such event all of the indebtedness hereby secured shall, at the option of the Lender thereof, and without notice to the Borrower, become immediately due and payable, and this Deed of 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, after advertising as required by law, to sell the property on the premises or at the Court House door in the county, to the highest bidder, for cash, free from all legal and equitable rights of redemption and all other rights of redemption, statutory or otherwise, homestead, dower and all other exemptions, elective rights, and marital rights, all of which are hereby expressly waived and conveyed, and said Trustee, or his successor in trust, shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which Borrower agrees shall be given without obstruction, hindrance or delay and Borrower 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. The owner and holder of this indebtedness herein secured may bid at any sale under this conveyance.

Borrower further covenants, warrants, and agrees as follows: (1) To pay promptly the principal of and interest on the indebtedness. All principal after any acceleration of maturity as herein provided shall bear interest at the highest rate permissable under applicable law, it being expressly agreed and understood that this Deed of Trust secures the payment of said principal sum, and the interest as above described; to also pay, or cause to be paid, the debt hereby otherwise secured, present or future, according to the tenor and effect. (2) All payments received by Lender on this indebtedness and this Deed of Trust shall be applied to principal, interest and late charges payable on the instrument of the indebtedness and all other amounts secured by this Deed of Trust in the order and manner as Lender shall determine, subject only to the provisions of this instrument.

In the event the Lender or Trustee, or successors in trust or assigns, shall hereafter appear in any court or tribunal whatever, to defend the title or possession of the above-described property or the lien thereon, or appear in court to prove the mortgage debt, all costs and expenses of such appearances, together with a reasonable attorney's fee shall be allowed to Lender and/or Trustee (as the case may be), and costs, expenses and attorney's fees shall bear interest at the highest rate permissable under applicable law, from the date of payment by Lender or Trustee and shall be an additional lien upon the above-described real property, concurrent with and collected in the same manner as the balance of the indebtedness secured hereby.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $ 87,000.00

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

In the event damages are paid or awarded for the taking of or injury to the above described property, whether such taking or injury be done under the power of eminent domain or otherwise, any and all such payments, awards and damages arising thereunder shall be paid to Lender, to be applied at the option of the Lender toward the satisfaction of any and all indebtedness existing by virtue of this mortgage whether or not said indebtedness be then due.

In the event new buildings and improvements are now being or are to be erected or placed on the premises hereby mortgaged (that is, if this is a construction loan mortgage) and if Borrower does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Lender on or before thirty days prior to the due date of the first payment of principal or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the note secured by this Deed of Trust and interest thereon shall at once become due and payable. But Lender may, at its option, enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements. Borrower hereby gives to Lender full power and authority to enter into all the necessary contracts and arrangements as are necessary to complete the said buildings and improvements, and moneys extended by Lender in connection with such completion of construction shall be added to the principal amount of said note and secured by this Deed of Trust, and shall be payable to Borrower or demand, with interest at the highest rate permissable under applicable law.

If Borrower should convey the property, or any interest herein, to any other party, or should place another mortgage or lien against said property without first obtaining written consent of Lender, the entire principal balance, together with interest and all other sums secured hereunder, shall become immediately due and payable at the option of the Lender.

In the event there shall be any default in the payments, terms or provisions of any lien against a portion or all of the property conveyed herein, having priority over the lien created herein, Borrower shall be in default. In every instance herein where Borrower shall fail to pay any amount when due which is secured by a lien having priority over the lien created by this Deed of Trust, or fail to comply with the terms of this Deed of Trust, the same shall constitute default hereunder, and Lender at its option, may without limitation, but by way of specific inclusion, do any of the following: (a) Demand the entire principal debt, advanced hereunder, and accrued interest, service fee and charges. (b) Advance the funds necessary to satisfy the obligation secured by any prior lien and demand payment within thirty (30) days from date of said demand, together with interest thereon at the same rate indicated in the evidence of the indebtedness, all of which shall be secured by this Deed of Trust. (c) Advance the funds necessary to satisfy the obligation secured by any prior lien and add the same to the principal debt secured hereby, which advance will bear interest and service fee at the rate of the evidence of indebtedness, all of which shall be secured by this Deed of Trust.

Lender may enter upon and inspect the property, provided that Lender gives prior notice of its intention to do so.

Borrower agrees to keep all the buildings on the property insured by a reliable fire insurance company or companies for the sum of **Insurable Value** until the sum herein secured is fully paid, and to have the loss made payable on the policy to Citizens Bank as beneficiary herein, and to keep the improvements of the property in good repair and preservation and to pay all taxes and assessments, and to pay them when due, and in case Borrower fails to do either, then the Trustee, or the owner and holder of the indebtedness herein secured, may do either, and charge and treat the amount so expended as a part of the indebtedness herein secured or the owner and holder of the note(s) may declare the note(s) due and collectable and the Trustee shall sell the property as stated above.

Forbearance by Lender 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 Lender of any past due payments of the indebtedness, either before or after acceleration, shall not deprive Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness because of default hereunder.

Without limitation, the lien of this Deed of Trust shall extend to the interest of the Borrower 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 encumberance to the extent that such proceeds exceed the amount necessary to satisfy such prior encumberance. 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.

In case of foreclosure 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, costs of foreclosure and collection of any portion of the indebtedness herein secured including the expense of any litigation which may arise on account of the execution and enforcement of this trust. Second - To pay the indebtedness, or any balance thereof then remaining unpaid by applying the proceeds first to accrued interest, and second to the principal balance of the note(s). Third - The residue to be paid to the Borrower.

In case of death, absence, inability or refusal to act of the Trustee at any time when action under the foregoing powers and trusts may be required, the owner and holder of the indebtedness herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to the Trustee, shall be vested in the successor.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Lender and Borrower. Whenever 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 Borrower shall be joint and several. The term "Lender" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise.

This 31st day of January, 19 96

Borrower: Monroe W. Coon

Borrower: Ruby C. Coon

STATE OF TENNESSEE

COUNTY OF Smith

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, the within named Monroe W. Coon and wife, Ruby C. Coon, 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 foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Carthage, Tennessee, this 31 day of Jan 96, 19

Paul E. Hackett
NOTARY PUBLIC

My commission expires 05-11-99

PAUL E. HACKETT NOTARY PUBLIC SMITH COUNTY TENNESSEE

DEED OF TRUST

FROM
Monroe and Ruby Coon

TO
Walter G. Birdwell, Jr., Trustee
Citizens Bank
P O Box 195
Carthage, TN 37030

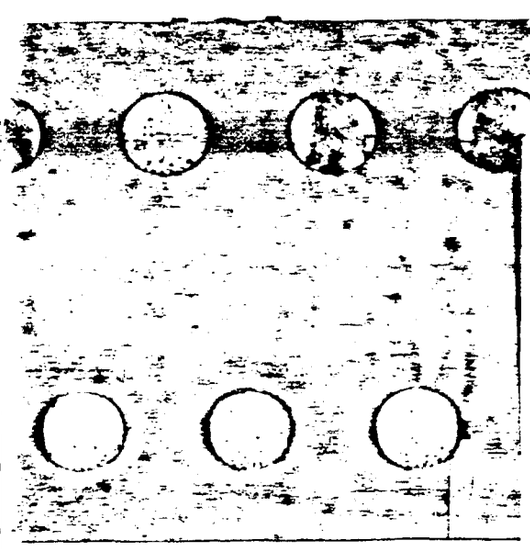
STATE OF TENNESSEE, County ss.

Register's Office, 19, Register

of said county, do certify that the foregoing deed certificate are registered in said office in Book page that they were received in , at o'clock, M., and were entered in Note Book , page

Register's Fee, $

Register.





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

RECEIVED OF _____

FOR _____

BOOK 9941 PG 478

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	87000.00
			MOR TX	97.75
			PRFEE	1.00
			TDEED	8.00
			TOTAL	106.75
			CHECK	106.75
02/07/96	01		13:28 0001	5664

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0148205
IDENTIFICATION REFERENCE

96 FEB -7 PM 1:26
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1003883