BOOK 10071 PG 580

Bot 44

THIS INSTRUMENT PREPARED BY:

GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
230 Fourth Avenue, North
Nashville, TN 37219

STATE OF Florida)
COUNTY OF Duval)

The actual consideration or value, whichever is greater, for this transfer is $54,935.35.

Affiant

Barry C. Bubb/Vice President

Subscribed and sworn to before me, this 26th day of March, 1996.

Notary Public

My Commission Expires:

P. Dianne Meadows
Notary Public, State of Florida
Commission No. CC 468402
My Commission Expires 07/23/99

Address new owner as follows:

EquiCredit Corporation of America
P. O. Box 53077
Jacksonville, FL 32201-3077

Send Tax Bills to:

SAME

Map-Parcel Numbers

Map 60-16
Parcel 269

252.26

SUCCESSOR TRUSTEE'S DEED

WHEREAS, Vida Bonita Chapman, unmarried, by a Deed of Trust (the "Deed of Trust"), dated January 11, 1989, of record in Book 7752, page 980, Register's Office for Davidson County, Tennessee, conveyed to John H. Lowe, as Trustee, the hereinafter described real property to secure the payment of a promissory note (the "Note") fully described in the Deed of Trust, which Note was made by Vida Bonita Chapman and was payable to OSCC of Tn., Inc., now being EQCC of Tn., Inc.; and

WHEREAS, EQCC of Tn., Inc., the owner and holder of the Note, removed John H. Lowe, as Trustee under the Deed of Trust, and appointed Justin T. Milam as Successor Trustee by an Appointment of Successor Trustee of record in Book 9054, page 843, Register's Office of said County; and

WHEREAS, default was made in payment of the Note, and such default continued for a period of more than ten (10) days after written notice thereof as provided in the Deed of Trust; and

WHEREAS, the owner and holder of the Note demanded that the Successor Trustee sell the subject property in accordance with the terms of the Deed of Trust; and

WHEREAS, pursuant to instructions of EQCC of Tn., Inc., the Successor Trustee advertised said property for sale in accordance with the terms and provisions of the Deed of Trust, notices of the time and place of said sale having been published in The Nashville Record on February 22, 1996, February 29, 1996, and March 7, 1996; and

WHEREAS, the Successor Trustee, as required by the terms of the Deed of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at the front (South) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 o'clock A.M. on Thursday, March 14, 1996, and EQCC of Tn., Inc. (hereinafter "Grantee"), being the highest and best bidder thereof, became the purchaser of said property at and for the sum of FIFTY-FOUR THOUSAND NINE HUNDRED THIRTY-FIVE AND 35/100 ($54,935.35) DOLLARS.

NOW, THEREFORE, Justin T. Milam, in his capacity as Successor Trustee, and not otherwise, in consideration of the premises and payment of the sum stated above, the receipt of which is hereby acknowledged, hereby transfers and conveys to Grantee, and its successors and assigns, certain real property, situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of Lot No. 3 and part of Lot No. 4 of Joywood Heights, Section 3, of record in Plat Book 6050, page 3, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to Vida Bonita Chapman be deed from Les O. Meter and wife, Cathy L. Meter, of record in Book 6823, page 209, Register's Office for Davidson County, Tennessee.
>
> The street address of the above-described property is 2725 Jones Avenue, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD the aforesaid real estate free from all right of homestead exemption in and equitable redemption of the subject property, the Tennessee statutory right of redemption, and all right of dower, courtesy, and statutory or elective rights in the subject property, all such rights being waived in the Deed of Trust, in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

The following tax lien notice is recorded in the Register's Office for Davidson County, Tennessee: Notice of Federal Tax Lien, of record in Book 8804, page 502, Register's Office for Davidson county, Tennessee, against Vida B. Chapman, recorded December 4, 1992, bearing an illegible serial number, Nashville, Tennessee, District (the "Notice of Federal Tax Lien"). With respect

to the Notice of Federal Tax Lien, the notice required by 26 U.S.C. Section 7425(b) to be given to the United States has been timely given. A copy of the notice given to the United States is attached hereto as Exhibit A, and a copy of the written response of the United States to such notice is attached hereto as Exhibit B. The land described herein is conveyed subject to the right of the United States to redeem the land as provided for in 26 U.S.C. Section 7425(d)(1), to the extent applicable.

IN WITNESS WHEREOF, Justin T. Milam, in his capacity as Successor Trustee, and not otherwise, has set his signature on this 14th day of March, 1996.

Justin T. Milam, Successor Trustee

Justin T. Milam, as Successor Trustee, and not otherwise

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Justin T. Milam, Successor Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 18th day of March, 1996.

Notary Public

My Commission Expires: Sept 18, 1999

0188258

IDENTIFICATION REFERENCE

96 JUN -4 AM 8:26

REGISTER
DAVIDSON COUNTY, TN.

LAW OFFICES

EXHIBIT A

BOOK 10071 PG 583

GULLETT, SANFORD, ROBINSON & MARTIN, PLLC

230 FOURTH AVENUE, NORTH, 3RD FLOOR
POST OFFICE BOX 198888
NASHVILLE, TENNESSEE 37219-8888

TELEPHONE (615) 244-4994
FACSIMILE (615) 256-6339

GARETH S. ADEN
G. RHEA BUCY
GEORGE V. CRAWFORD, JR.
A. SCOTT DERRICK
BETH EDMONDSON
THOMAS H. FORRESTER
M. TAYLOR HARRIS, JR.
LINDA W. KNIGHT
JOEL M. LEEMAN
ALLEN D. LENTZ
JOSEPH MARTIN, JR.
JUSTIN T. MILAM
JEFFREY MOBLEY
BARBARA J. MOSS
KATHRYN H. PENNINGTON
WM. ROBERT POPE, JR.
WAYNE L. ROBBINS, JR.
JACK W. ROBINSON, JR.
JACK W. ROBINSON, SR.
VALERIUS SANFORD
WESLEY D. TURNER
JOHN KNOX WALKUP
ANNE D. WATERS

JOHN D. LENTZ
OF COUNSEL

B. B. GULLETT
1906-1992

February 14, 1996

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

District Director of Internal Revenue
Nashville District
Room 285, Federal Building & U.S. Courthouse
801 Broadway
P.O. Box 1107, Stop 31
Nashville, TN 37202

Attn: Chief, Special Procedures Staff

RE: Notice of Nonjudicial Foreclosure Sale by Justin T. Milam, Successor Trustee, under Deed of Trust securing EQCC of Tn., Inc. f/k/a OSCC of Tn., Inc. ("EquiCredit"), of record in Book 7752 page 980, Register's Office for Davidson County, Tennessee, of certain real estate owned by Vida Bonita Chapman, located at 2725 Jones Avenue, Nashville, Tennessee 37207

Gentlemen:

This is to notify you of a nonjudicial sale of the referenced property, as more particularly provided herein.

In accordance with Section 7425(c) of the Internal Revenue Code, and Regulations promulgated thereunder, the following information is provided:

1. The name and address of the person submitting this notice of sale is as follows:

Justin T. Milam
Gullett, Sanford, Robinson & Martin, PLLC
Third Floor
230 Fourth Avenue, North
P.O. Box 198888
Nashville, TN 37219-8888

2. A copy of the Notice of Federal Tax Lien (Form 668), affecting the property to be sold is enclosed. Such notice is described as follows:

Notice of Federal Tax Lien of record in Book 8804, page 502, filed with the Register's Office for Davidson County, Tennessee, against Vida B. Chapman, 2725 Jones Avenue, Nashville, Tennessee 37207, filed December 4, 1992, Serial Number (illegible), Nashville District.

3. The property affected by this notice of sale is real estate located at 2725 Jones Avenue, Nashville, Tennessee 37207, being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of Lot No. 3 and part of Lot No. 4 of Joywood Heights, Section 3, of record in Plat Book 6050, page 3, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Vida Bonita Chapman by deed from Les O. Meter and wife, Cathy L. Meter, of record in Book 6823, page 209, Register's Office for Davidson County, Tennessee.

4. The date, time, place and terms of the sale of the property are as follows:

(a) Date: Thursday, March 14, 1996.

(b) Time: 11:00 o'clock a.m.

(c) Place: Front (South) door of the Davidson County Courthouse in Nashville, Tennessee.

(d) Terms of Sale: Sale to the highest bidder for cash, free from all right of homestead exemption in and equitable redemption of the subject property, the Tennessee statutory right of redemption, and all right of dower, courtesy, and statutory or elective rights in the subject property, subject, however, to the following: (1) any and all liens against said property for unpaid property taxes; (2) any applicable right of redemption to the United States by virtue of Notice of Federal Tax Lien, of record in Book 8804, page 502, Register's Office for Davidson County, Tennessee; and (3) any and all other prior liens, claims, encumbrances, easements, restrictions and matters against or affecting the subject property.

5. The approximate amount of the principal indebtedness, including interest and accrued charges, secured by EquiCredit's Deed of Trust is $54,870.07, as of this date.

All attorney fees, sale advertising expenses, and other costs of foreclosure will also be charged against the sale proceeds.

6. This sale is made pursuant to a Deed of Trust securing EquiCredit, of record in Book 7752, page 980, Register's Office for Davidson County, Tennessee, a copy of which is enclosed.

This notice is served upon you in accordance with the provisions of Section 7425 of the Internal Revenue Code, and Regulations promulgated thereunder. A duplicate of this notice is also enclosed. Please indicate the date and time received on the duplicate and return it to the undersigned to acknowledge your receipt of this notice.

Very truly yours,

Justin T. Milam

JTM:tb
Enclosures

0001478.02

ATTACHMENT TO EXHIBIT A
(LETTER TO INTERNAL REVENUE SERVICE)

BOOK 10071 PG 586

Form 668 (Y)
(Rev. January 19[illegible])

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Under Internal Revenue Laws

District
[illegible], TN

Serial Number
[illegible]

For Optional Use by Recording Office

BOOK 8804 PAGE 502

DAVIDSON COUNTY, TN
REGISTER
DEC 4 9 37 AM '92

IDENTIFICATION REFERENCE: [illegible]

7 0 5 8 6.

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer [illegible]

Residence [illegible]
[illegible], TN [illegible]

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/89	[illegible]	01/06/92	02/05/02	22493.58
1040	12/31/90	[illegible]	01/06/92	02/05/02	4311.08

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37219

Total $ 27002.66

This notice was prepared and signed at [illegible], on this,

the [illegible] day of [illegible] 19[illegible]

Signature
for John Dugas
DCS

Title [illegible]

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Form 668 (Y) (Rev. 1-91)

Part 1 - Kept By Recording Office

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

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

This instrument was prepared by:

Angela Garton
OSCC of Tn. Inc.
1101 Kermit Drive Ste. 501
Nashville, Tennessee 37217

ATTACHMENT TO EXHIBIT A (LETTER TO INTERNAL REVENUE SERVICE)

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BOOK 7752 PAGE 980

DEED OF TRUST

BOOK 10071 PG 587

0440C389

THIS DEED OF TRUST is made this 11th day of January, 1989, among the Grantor, Vida Bonita Chapman, unmarried (herein "Borrower"), John H. Lowe 405 Two Mile Pike Goodlettsville, Tn. 37072 (herein "Trustee"), and the Beneficiary, OSCC of Tn. Inc., a corporation organized and existing under the laws of Tennessee, whose address is 1101 Kermit Drive Ste. 501 Nashville, Tn. 37217 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Davidson, State of Tennessee:

Being Lot No. 1 on the Plan of the Resubdivision of Lot No. 3 and part of Lot No. 4 of Joywood Heights, Section 3, of record in Plat Book 6050, page 3, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Vida Bonita Chapman, a married person by deed from Les O. Meter and wife, Cathy L. Meter of record in Book 6823, Page 209, Register's Office Davidson County, Tennessee.

0 1 9 5 5

JAN 17 3 12 PM '89

RECEIVED & RECORDED BY WILSON TI REGISTER DAVIDSON COUNTY TN

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

6809 01/17 0101 03CHECK 51.60

MAXIMUM INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $36,000.

Person responsible for payment of property tax is:
Vida Bonita Chapman
2725 Jones Avenue
Nashville, Tennessee 37207

which has the address of 2725 Jones Avenue (Street), Nashville (City), Tennessee 37207 (Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated January 11, 1989 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. $ 36,000, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 15, 2004; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Deed of Trust that interest on the funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such times as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) Interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 12 hereof. Trustee, without demand on Borrower, shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. Lender on Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the 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 sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. If the Property is sold pursuant to this paragraph 17, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possesion of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of such purchaser, shall be removable by process such as forceable and unlawful detainer, and hereby agrees to pay to such purchaser the reasonable rental value of the Property after sale.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower.

21. Substitute Trustee. Lender, at Lender's 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 Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Waiver of Homestead. Redemption and Spousal Rights. Borrower waives all right of homestead exemption in and equitable redemption of the Property and Borrower expressly waives the statutory right of redemption as set out in the Tennessee Code Annotated. Borrower hereby relinquishes all right of dower, courtesy and statutory or elective rights in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

BOOK 7752 PAGE 983

BOOK 10071 PG 590

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Vida Bonita Chapman
Borrower

Borrower

STATE OF TENNESSEE, Davidson County ss:

On this 11th day of January, 19 89, before me personally appeared Vida Bonita Chapman, unmarried, to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged she executed same as her free act and deed for the purposes therein contained. Witness my hand and official seat.

My Commission expires: March 29, 1989

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Internal Revenue Service

District Director

EXHIBIT B

Department of Treasury

710 Locust Street, Rm 400
Knoxville, TN 37902

Person to Contact:
Ralph Wagner
Telephone Number:
(423) 545-4424
Refer Reply to:
[redacted]-4112
Date:
February 27, 1996

Justin T. Milam
Gullett, Sanford, Robinson & Martin
P. O. Box 198888
Nashville, TN 37219

Re: Notice of Nonjudicial Sale

Taxpayer: Chapman, Vida
Property: 2725 Jones Avenue, Nashville, TN 37207

BOOK 10071 PG 591

Dear Mr. Milam:

This is to acknowledge receipt of your correspondence dated 02/14/96, regarding the above named taxpayer. Your notice is considered adequate for a nonjudicial sale under the provisions of Section 7425(c) of the Internal Revenue Code of 1986.

If the property is sold for more than the total due on the foreclosing instrument, any excess proceeds are subject to the lien(s) of the Internal Revenue Service. Send excess proceeds to the address shown in the heading of this letter.

The Internal Revenue Service reserves its right to redeem real property. If you desire to submit an application for release of our right of redemption, you may request a copy of Publication 487 from your local office or this office. A payment may be required to secure a release.

We are enclosing a blank "Report Of Sale". Within fifteen (15) days from the day of sale, please complete the report and return it to us. If the sale is cancelled, please provide a brief explanation as to the reason.

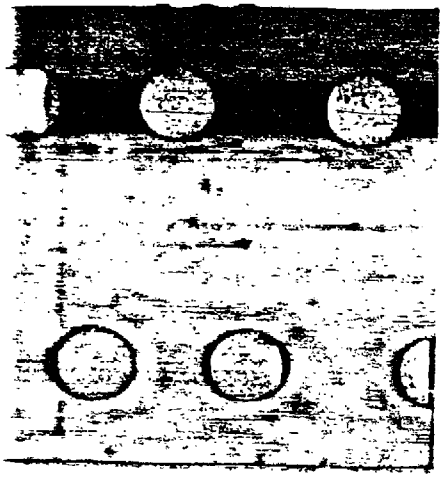
Thank you for your cooperation.

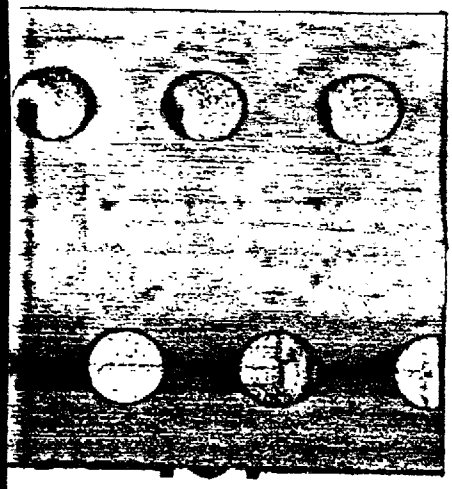
Sincerely,

Ralph Wagner
Advisor/Reviewer

Enclosure

OFF REC





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

RECEIVED OF _____

FOR _____

BOOK 10071 PG 592

CO	CONVEYANCE	CC	- CERTIFIED COPY	M	- 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
				CAMT 54935.35
				CON TX 203.26
				PRFEE 1.00
				WDEED 48.00
				TOTAL 252.26
				CHECK 252.26

06/04/96 01 08:27 0001 8618

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0188258
IDENTIFICATION REFERENCE

96 JUN -4 AM 8:2[illegible]

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN

No. 1046500