LTIC FILE NUMBER: 37455

THIS INSTRUMENT PREPARED BY:
Lawyers Title Insurance Corporation
424 Church Street, Suite 200
Nashville, Tennessee 37219

The Maximum Principal indebtedness for Tennessee recording tax purposes is $ 25,000.00

DEED OF TRUST

BOOK 10731 PG 791

THIS IS AN OPEN-END DEED OF TRUST SECURING AN OPEN-END CREDIT AGREEMENT.

This Deed of Trust is made this 15 day of December, 19 97 among the Grantor, Charles S. Herrell and spouse, Victoria B. Herrell (herein "Borrower"), Vaden Lackey, Jr., Nashville, Davidson County, Tennessee (herein "Trustee"), and the Beneficiary, **Union Planters Bank of Middle Tennessee, N.A.,** whose address is 401 Union Street, Nashville, Tennessee 37219 (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.

LAND in Davidson County, Tennessee, being Lot No. 395, on the Plan of Brookmeade Section I, as shown on plat of record in Plat Book 2331, page 135, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Charles S. Herrell and spouse, Victoria B. Herrell, by Deed of Record in Book 9390, page 393, Register's Office for Davidson County, Tennessee.

97 DEC 23 AM 9:46
FELIX Z. BRASFIELD REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
11383092

which has the address of 6833 Old Charlotte Pike, Nashville, Tennessee 37209 (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 EquitiResource Agreement dated 12-15-97 and extensions and renewals thereof in the maximum sum of U.S. $ 25,000.00, with interest thereon, providing for monthly installments as set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on Dec. 15, 2007; 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. The EquitiResource Agreement provides for continued obligatory advances on the loan by Lender on a revolving line of credit basis (i.e. funding up to a maximum limit of the line of credit, repayment and additional funding up to the limit). The maximum amount of advances which may be funded and outstanding at any time during the term of this loan is $ 25,000.00.

This Deed of Trust secures not only the existing indebtedness or advances made contemporaneously with the execution thereof, but also future advances, whether obligatory, or optional, or both, and whether made under open-end credit agreements or otherwise, to the same extent as if such future advances were made contemporaneously with the execution of the Deed of Trust and even though no indebtedness is outstanding at any time any advance is made.