STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ [illegible]

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27 DAY OF June 20 01.

Deputy Register

Davidson County DEEDQC
Recvd: 06/27/01 08:58 2pgs
Fees:10.00 Taxes:0.00

20010627-0067856

142-03-0
027.00

A298-10
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 2ND day of MAY, ~~19~~ 2001,

by first party, LYNN CURTIS CALIHAN

whose post office address is 505 WAGON CT., NASHVILLE, TN. 37221 tax bills

to second party, PAUL BARNETT CALIHAN

whose post office address is 2607 E. 23RD, TUCSON, AZ 85713

WITNESSETH, That the said first party, for good consideration and for the sum of TEN Dollars ($ 10.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of DAVIDSON, State of TENNESSEE to wit:

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Susan Garrabrant
Signature of Witness

Susan Garrabrant
Print name of Witness

Jack D. Snyder
Signature of Witness

JACK D. SNYDER
Print name of Witness

SON

Lynn Curtis Calihan
Signature of First Party

LYNN CURTIS CALIHAN
Print name of First Party

SON
Signature of First Party

PAUL BARNETT CALIHAN
Print name of First Party

State of TENNESSEE }
County of WILLIAMSON
On MAY 2, 2001 before me,
appeared LYNN CURTIS CALIHAN
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Rebecca M Brady
Signature of Notary

REBECCA M. BRADY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Affiant ✓ Known ____ Produced ID
Type of ID ____

(Seal)

(Revised 12/95)

My Commission Expires MAY 30, 2003

Linda B. Tenery
Notary in AZ.

OFFICIAL SEAL
LINDA B. TENERY
NOTARY PUBLIC-STATE OF ARIZONA
PIMA COUNTY
My Comm. Expires Sept. 9, 2003

Prepared by
Rebecca Brady
Curtis Calihan

0 53926 20040 5

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6868

file box 8/jcb

This instrument was prepared by
Wilkins & Ivey, Attorneys
2210 Crestmoor Road
Nashville, TN 37215

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of May, 19 86, among the Grantor, Lynn Curtis Calihan, Jr., and wife, Suzanne A. Calihan (herein "Borrower"), Wesley D. Turner Trustee (herein "Trustee"), and the Beneficiary, Citicorp Financial Services Corporation a corporation organized and existing under the laws of the State of Tennessee whose address is 28 White Bridge Road, Suite 100, Nashville, TN 37205 (herein "Lender").

BOOK 6868 PAGE 884

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. 365 on the plan of Walnut Hill Manor, Section 1, of record in Book 4460, page 108, Register's Office for said County.

SAID Lot No. 365 fronts 111.00 feet on the southwesterly margin of Wagon Court and extends back 139.0 feet on the northwesterly line and 119.8 feet on the southeasterly line to a dead line in the rear, measuring 128.8 feet thereon.

BEING the same property conveyed to Lynn Curtis Calihan, Jr., and wife, Suzanne A. Calihan by deed from Third National Bank in Nashville of record in Book 5248, page 712, Register's Office for Davidson County, Tennessee.

TOTAL PRINCIPAL INDEBTEDNESS UNDER ANY CONTINGENCY IS $25,000.00

which has the address of 505 Wagon Court (Street) Nashville (City)

Tennessee 37221 (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 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 all advances evidenced by Borrower's Homeowners Credit Line Agreement and Disclosure Statement (herein "Note") dated May 19, 1986 and executed by Lynn Curtis Calihan, Jr. & Suzanne A. Calihan to secure the outstanding balance from time to time from zero up to the principal sum of U.S. $ 25,000.00, with interest thereon providing for monthly installments of principal and interest, the payment of all other sums, with interest thereon, advanced in accordance with the Note 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 deed of trust of record in book 5248, page 714, said Register's Office. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, except as set forth hereinabove.

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 delinquent charges, if any, as provided in the Note.

2. **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.

3. **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.

4. **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.

5. **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.

Any amounts disbursed by Lender pursuant to this paragraph 5, 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 5 shall require Lender to incur any expense or take any action hereunder.

6. **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 therefor related to Lender's interest in the Property.

7. **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.

8. **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.

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