This Instrument Prepared By:
Glenn S. Macbeth, Attorney
1535 W. Northfield Blvd., #12
Murfreesboro, TN 37129

TENNESSEE DEED OF TRUST

FIRST TENNESSEE

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THIS INDENTURE, Made this 29th day of June, 2001 by and between Harold D. Plemons and wife, Carol S. Plemons, and Robert J. Finney and wife, Marleen Finney herein called Grantor, and T. Larry Edmondson, Davidson County, Tennessee, herein called Trustee, and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, HEREIN CALLED Beneficiary.

WITNESSETH, That Grantor, in consideration of the debt and trust hereinafter created, and the sum of Ten Dollars to him in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Trustee, his successors in trust and assigns, forever, the following described real estate situated in County of Davidson, and State of Tennessee, to-wit:

TRACT I: LAND in Davidson County, Tennessee, being all of Lot No. 1 on the plat of Tyler's Three Lot Subdivision, Osage Street & 23rd Avenue, of record in Plat Book 8250, page 75, Register's Office for Davidson County, Tennessee.

TRACT II: LAND in Davidson County, Tennessee, being all of Lot No. 3 on the plat of Tyler's Three Lot Subdivision, Osage Street & 23rd Avenue, of record in Plat Book 8250, page 75, Register's Office for Davidson County, Tennessee

BEING the remaining property conveyed to Victor C. Tyler by deed from USA Financial Services, Inc., of record in Book 7854, page 255, Register's Office for Davidson County, Tennessee

BEING the same property conveyed to Harold D. Plemons and wife, Carol S. Plemons and Robert J. Finney and wife, Marleen Finney by deed from Victor C. Tyler being recorded simultaneously herewith in the Register's Office for Davidson County, Tennessee. # 20010716-0075198

Davidson County DOT
Recvd: 07/16/01 12:41 4pgs
Fees:19.00 Taxes:11.50

20010716-0075199

together with (1) all the improvements now on or which may be hereafter placed on said land during the existence of this lien and all materials, equipment, furnishings, or other property whatsoever installed or to be installed or used in or about the building or buildings on said land, including but not being limited to all heating, plumbing, lighting, water-heating, cooking, refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades, awnings, blinds and linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freeholds and part of the realty conveyed herein; and (2) all tangible personal property of whatever kind and nature now or hereafter located on the aforedescribed premises, including but not limited to furniture, tools, machinery and equipment; provided, however, that this clause (2) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. All of the foregoing shall be security for the indebtedness and obligations herein mentioned.

TO HAVE AND TO HOLD The aforedescribed real estate together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Trustee, his successors and assigns, in fee simple forever, and the said Grantor does hereby covenant with the said Trustee, his successors and assigns, that he is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered except for that certain deed of trust of record as Instrument No. _____ (or in Book _____ at page _____) in the Register's Office of _____ County, Tennessee, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons whomsoever.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be compiled with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, shall be treated as part of the expenses of administering this trust and shall be secured by the lien of this Deed of Trust; and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

THIS CONVEYANCE IS MADE IN TRUST to secure to Beneficiary (1) payment of the indebtedness evidenced by a promissory note (and all renewals, extensions or modifications thereof) of even date herewith (or dated _____) in the principal sum of Twelve Thousand and 00/100 Dollars

($12,000.00), the balance of the principal sum being payable as set forth in said note. THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $12,000.00.

Said note is executed by Grantor, delivered to Beneficiary and together with the interest thereon as by said note (and all renewals or extensions or modifications thereof provided, is payable to the order of Beneficiary in lawful money of the United States of America at its main office, or at such other place as the holder thereof may designate in writing, the principal and interest being payable in accordance with the terms and conditions in said note provided, to which note reference is hereby made for full particulars; (2) payment of all other moneys advanced by the Beneficiary for the protection of the security, including, without limitations, items such as taxes, insurance, repairs, attorney's fees, etc.; (3) the performance of all covenants, conditions, stipulations and agreements herein contained; and (4) any other indebtedness, liabilities or obligations, now existing or hereafter arising, due or to become due, absolute or contingent of the Grantor, or (if the Grantor is more than one), any of them, to the Beneficiary, including obligatory future advances made for commercial purposes; provided, however, that this clause (5) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. The parties hereto acknowledge that if the note secured hereby evidences a construction loan to Grantor, funds may be periodically disbursed to Grantor by Beneficiary as construction progresses.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby transfers, sets over and assigns to Beneficiary;

(a) All rents, royalties, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, subject to the right of Beneficiary to collect the same as hereinafter provided, reserving to Grantor, however, so long as Grantor is not in default hereunder, the right to receive and retain such rents, royalties, issues and profits.

(b) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but not required, on behalf and in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released.

Grantor covenants and agrees as follows:

1. To pay all sums secured hereby when due

2. To pay, when due, all taxes, assessments, levies, dues and charges of every type or nature levied or assessed against the premises and any claim, lien or encumbrance against the premises which may be or become prior to this Deed of Trust.

3. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by extended coverage endorsement, and such other risks and perils as Beneficiary in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the premises are situated, shall be in such amount as Beneficiary may reasonably require but in no event less than the replacement value of the improvements located on the real property described herein above, shall be issued by a company or companies approved by Beneficiary, and shall contain a Standard Mortgagee Clause in favor of Beneficiary. Whenever required by Beneficiary, such policies, and abstracts and other title evidence, shall be delivered immediately to and held by Beneficiary. Any and all amounts received by Beneficiary under any of such policies may be applied by Beneficiary on the indebtedness secured hereby in such manner as Beneficiary may, in its sole discretion, elect or, at the option of Beneficiary, the entire amount so received or any part thereof may be released to the Grantor to be used to restore the improvements to their former condition. Upon foreclosure of this Deed of Trust or other acquisition of the premises or any part thereof by Beneficiary, such policies, abstracts and title evidence shall become the absolute property of Beneficiary.

4. Grantor (a) will not remove, demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (b) will maintain the premises in good condition and repair; (c) will not commit or suffer waste thereof; (d) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

5. If Grantor fails to pay any claim, lien or encumbrance of any character which is or should become prior to this Deed of Trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary, at its option, may pay said claim, lien, encumbrance, tax assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidences of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary. Beneficiary shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Any default of any nature in or under any such prior lien shall also be and constitute a default in and under this Deed of Trust, at the option of the holder of the note secured hereby.

6. Grantor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust in order to protect its security interest in the aforedescribed real estate, together with interest on each such advancement at the maximum fixed rate of interest which the Beneficiary may lawfully charge at the time of such advancement, and all such sums and interest thereon shall be secured hereby.

7. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Grantor's obligations, covenants or agreements hereunder, or under any Commitment Letter or Construction Loan Agreement, incorporated herein by reference, executed by Grantor in connection with this Deed of Trust:

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand, which are hereby expressly waived, and

(b) Trustee is hereby empowered and authorized to foreclose this Deed of Trust in accordance with the requirements set forth in Tennessee Code Annotated §35-5-101, as same may be amended from time to time, giving notice of the time, place and terms of sale, in some newspaper published in the County or Counties, in which the above described premises are situated, and to sell the same at the courthouse door of said County at public outcry to the highest and best bidder for cash, free from all homestead, dower, equitable rights of redemption, statutory right of redemption, marital share and all other exemptions and redemptive rights of every kind, all of which are hereby expressly waived. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as may be required by the laws of Tennessee. Upon such sale, Trustee is hereby authorized to execute and deliver a deed of conveyance in fee of said property to the purchaser or purchasers thereof, and to place the purchaser or purchasers in quiet and peaceful possession of said premises. The owner of any part of the indebtedness hereby secured may become the purchaser at any sale under this conveyance. Grantor further agrees, that, in case of any sale under this Deed of Trust, he will at once surrender possession of said property, and will from that moment become and be a tenant at will of 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 after said sale. In case of the sale of said land and premises under this Deed of Trust, the proceeds shall be applied by Trustee as follows: First, to the payment of the costs and expenses of executing this trust, including the usual commissions to the Trustee, and any and all sums Beneficiary or Trustee may have expended or become liable for on account of the costs of litigation,

attorney's fees, taxes, assessments, insurance premiums, or any advances made or expenses incurred on account of the aforesaid property, with interest thereon; Second, Trustee will pay the principal of said note and interest on any balance due thereon in full, together with reasonable attorney's fees, and then will pay any other indebtedness, liabilities, or obligations of the Grantor secured hereby or intended so to be, and any balance of such indebtedness or interest remaining unpaid shall be the subject of immediate suit; and Third, should there be any surplus, the Trustee will pay the same to the Grantor or to such person as may be legally entitled thereto, upon delivery and surrender to the purchaser of possession of the property sold, less the expense, if any, of obtaining possession.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the premises, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Grantor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

8. Trustee or the one acting in his stead shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or the conducting of any sale made pursuant to the terms hereof and pay for such services rendered out of the proceeds of the sale of the trust property, should any be realized; and if no sale is made, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee.

9. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this Deed of Trust, or if Beneficiary employs an attorney to collect any or all of this indebtedness secured hereby or to foreclose this Deed of Trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

10. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. The exercise of any rights of said security documents shall not constitute a release or a waiver of any other security documents.

11. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Beneficiary to exercise any option herein given to declare the maturity of the debt hereby secured and no forbearance by Beneficiary after the exercise of such option shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Grantor; and, in like manner, the procurement of insurance or the payment of taxes or other liens, debts or charges by Beneficiary shall not be taken or construed as a waiver of its rights to declare the maturity of the indebtedness hereby secured by reason of the failure of Grantor to procure such insurance or to pay such taxes, debts, liens or charges.

12. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

c. Exercise or refrain from exercising or waive any right Beneficiary may have.

d. Accept additional security of any kind.

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

13. Any agreement hereafter made by Grantor and Beneficiary pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

14. In the event of the death, refusal, or inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority in amount of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the rights and title, and clothed with all of the power of the Trustee named herein, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient.

15. When all the indebtedness secured hereby has been paid and all the agreements herein mentioned have been faithfully performed, then this conveyance shall cease and become null and void, and release or satisfaction thereof shall be made at the proper cost of Grantor; provided, however, that this Deed of Trust shall remain in full force and effect for the duration of any continuing commitment to lend made by the Beneficiary to the Grantor.

16. If required by Beneficiary, commencing on the first day of the first month next following the date of this instrument, or commencing on the first day of the first month next following Beneficiary's demand to do so, Grantor will make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the property described above, and one-twelfth

(1/12th) of the yearly premiums for insurance, required under this Deed of Trust, or required under any Construction Loan Agreement executed in connection herewith. The amount of such taxes, assessments, and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments, and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Grantor to Beneficiary on demand. If, by reason of any default by Grantor under any provision of this Deed of Trust, the owner of the indebtedness hereby secured declares all sums secured hereby to become due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Beneficiary may, from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposit, by notice to Grantor in writing. While any such waiver is in effect, Grantor shall pay taxes, assessments, and insurance premiums as elsewhere herein provided.

17. If, without the prior written consent of the Beneficiary, Grantor or any of Grantor's successors in title should mortgage, transfer or otherwise convey the subject property, or any interest therein, to any other party, 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 any means other than inheritance or devise, the entire principal balance of the indebtedness and obligations secured hereby, together with interest accrued thereon, shall, at the absolute option of the Beneficiary, be and become immediately due and payable for all purposes.

18. Beneficiary has not consented, 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 §66-11-108 of the Tennessee Code Annotated, or otherwise.

19. Grantor has not, and to the best of Grantor's knowledge, no prior owner, or current or prior tenant, subtenant or other occupant of all or any part of the premises, has used any hazardous substances on, from or affecting the premises in any manner which (i) diminishes the value of the premises; (ii) would allow any state, local or federal government agency to take action under any state or federal environmental law with respect to the premises which could give rise to any lien on the premises; or (iii) violates any federal law or any regulations adopted or incorporated thereunder. Grantor further warrants and represents that no hazardous substances have been disposed of on the premises and that the premises does not contain any storage tanks for fuel or chemicals.

20. If any provision hereof shall be construed to be invalid or unenforceable, the remaining provisions hereof shall not be affected by such invalidity or unenforceability. Each term and provision hereof shall, however, be valid and be enforced to the fullest extent permitted by applicable law.

21. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. 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, as the context may require.

22. Any Grantor who cosigns this Deed of Trust, but does not execute the Note, (a) is cosigning this Deed of Trust only to grant and convey that Grantor'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 Beneficiary and any other Grantor 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 Grantor's consent and without releasing that Grantor or modifying this Deed of Trust as to that Grantor's interest in the property conveyed herein.

23. Each of the parties hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this agreement or under any amendment, instrument, document or agreement delivered (or which may be delivered in the future) in connection herewith or arising from any banking relationship between the parties to this agreement.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day and year first above written.

Harold D. Plemons — Carol S. Plemons

Robert J. Finney — Marleen Finney

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Harold D. Plemons and wife, Carol S. Plemons, and Robert J. Finney and wife, Marlene Finney, with whom I am personally acquainted, and who acknowledged that t he y executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 29th day of June, 2001.

My commission expires:
8-18-2002

Notary Public

GLENN S. MACBETH NOTARY AT LARGE RUTHERFORD CO., TENNESSEE