This Instrument Was Prepared By:
Dennis Clifton Wright, Attorney
632 West Old Hickory Boulevard
Madison, Tennessee 37115-3514

The maximum principal indebtedness for Tennessee recording tax purposes is: ($69,200.00)

DEED OF TRUST

FOR AND IN CONSIDERATION of One Dollar to be paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, we, Thomas Accuosti and wife, Leona Accuosti, hereinafter sometimes called "Grantors," have this day bargained and sold, and hereby transfer and convey to Paul Duty, Trustee, ("trustee"), a resident of Davidson County, Tennessee, and trustee's successors in trust, certain property in Davidson County, Tennessee, described is the Schedule A attached to this Deed of Trust.

TO HAVE AND TO HOLD said property to Trustee, and trustee's successor in trust, forever. Grantors covenant that they are lawfully seized of said property, have a good right to convey it, and that it is unencumbered.

Grantors further covenant and bind ourselves, our heirs and representatives, to warrant and defend the title to the property to Trustee and trustee's successor in trust, and trustee's assigns, forever, against the lawful claims of all persons.

But this conveyance is made IN TRUST for the following uses and trusts, and for no other purpose, to-wit:

(a) The prompt payment when due (whether at maturity or upon the acceleration of maturity) of indebtedness for borrowed money in the principal amount not exceeding Sixty-Nine Thousand, Two Hundred, and No/100 Dollars ($69,200.00), together with interest thereon evidenced by one or more promissory notes payable to J.R. Ladd and wife, Louise C. Ladd, ("Lender"), executed by Thomas Accuosti and wife, Leona Accuosti, ("Borrowers"), and payable according to the terms and conditions therein. This Deed of Trust secures payment of the indebtedness evidenced by said promissory note, principal and interest, and any extensions, modifications or renewals thereof and any notes given in payment of any such principal and interest (all of the foregoing are sometimes hereinafter collectively referred to as the "Note").

(b) All sums advanced by lender to borrowers expended by lender in order to preserve, protect or enhance the value of the premises pursuant to the terms of this Deed of Trust, or otherwise, with interest thereon at the same rate as is provided in the Note, and the faithful performance of all terms and conditions contained herein, all of which grantors agree to pay to lender ON DEMAND.

(c) The prompt payment of all court costs, expenses, interest (at the highest lawful rate) and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien created by this conveyance (including without limitation reasonable attorney's fees), all of which grantors agree to pay to lender ON DEMAND.

(d) The prompt payment when due of any and all other indebtedness of borrowers to lender, direct or contingent, however evidenced or denominated, and however or whenever incurred.

If grantor shall default in the payment of any principal or interest payable under any obligation secured by a lien against the above described real property, which is superior to the lien created by this instrument or in the

Davidson County DOT
Recvd: 01/09/02 12:01 6pgs
Fees:33.00 Taxes:77.28
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performance of the covenants or agreements contained in any instrument creating such superior lien, or any of them, the owner and holder of the note secured hereby shall have the right at its option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the note evidencing the same, immediately due and payable.

As part of the consideration for the execution of this instrument, and for the indebtedness secured hereby, grantors agree to keep all buildings now on, or to be hereafter erected on the property, insured in some reliable fire insurance company, or companies, for the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

In the absence of prior written consent of the lawful holder and owner of the note secured hereby, if all or any part of the premises or any interest therein is sold, transferred, encumbered or restricted, including, without limitation, (a) the creation of a lien, charge, restriction or encumbrance against the premises whether or not subordinate to this deed of trust, (b) the execution of a contract to sell, lease or otherwise dispose of all, part of, or any interest in the beneficial or equitable title to the premises, or (d) the filing of any tax lien, judgment lien or any other type of lien against the premises, the holder may, at any time after he acquired actual knowledge of the actual or attempted sale, transfer, disposition, encumbrance or restriction, declare the note secured hereby to be immediately due and payable.

Grantors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against the property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or trustee's successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce this deed of trust or the terms thereof, or to defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and if paid by the Trustee or the lawful owner and holder of said indebtedness, shall bear interest at the same rate as provided in the note secured hereby from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the grantors shall pay said indebtedness, and all installments thereof, when due, according to the terms hereof, or of any note or notes evidencing the same, and pay taxes, keep up repairs, keep said premises insured, and perform the other and foregoing obligations and agreements, then this trust conveyance shall be of no further force or effect. But if grantors fail to pay said indebtedness, or any part or installment thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs, keep said premises insured, or perform said other obligations and agreements as herein provided, grantors fail to reimburse the Trustee or lawful owner or holder of said indebtedness for all sums, with interest, so expended by said Trustee or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness or part or installments thereof then past due and unpaid, all remaining unpaid indebtedness shall become due and payable at once, without notice, and the said Trustee, or trustee's successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated §66-8-101 *et seq.*), homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or trustee's successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. Grantors agree that the Trustee may, at any time after default in the payment of any part of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantors further agree that, in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property.

The foreclosure sale may be adjourned from time to time by Trustee, or his agent or successors, at the place of sale on the date the sale is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication.

Beneficiary or Beneficiary's designee may purchase the Premises at any sale. In the event Beneficiary purchases the Premises at the Trustee's sale, to the extent Beneficiary's bid price exceeds the Secured Indebtedness, Beneficiary shall pay Trustee cash equal to such excess.

The Premises or any part thereof may be sold in one parcel, or in such parcels, manner or order as Beneficiary in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

Following a Trustee's sale of the Premises, Trustee shall deliver to the purchaser a 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.

Grantor further agrees that in case of any sale hereunder, it will at once surrender possession of the Premises, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Premises after such sale plus all expenses, including legal fees, incurred by the purchaser.

Neither the Beneficiary nor the Trustee shall be required to give any notice of the foreclosure sale to the Grantor.

Lender shall at any time and from time to time have the irrevocable right to remove Trustees herein named without notice or cause and to appoint his successor by an instrument to be recorded in Tennessee (or any other state where the Premises may be located), and in the event of the death or resignation of Trustees herein named, Lender shall have the right to appoint his successor by such written instrument, and, without conveyance of the Premises, any Trustees so appointed ("Successor Trustees") shall be vested with the title to the Premises, and shall possess all the powers, duties and obligations herein conferred on Trustees in the same manner and to the same extent as though he were named herein as Trustees. Neither the original Trustees nor any Substitute Trustees shall be required to make bond, oath or file an inventory.

In the event of a sale of said property under and by virtue of this trust, the grantors and all persons holding under them shall be and become the tenants at will of the purchaser from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days written notice.

Upon any sale under the 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 and the expenses of any litigation which may arise on account of the execution and enforcement of this trust, or in connection therewith as above provided.

Second:-To pay said debt, or any balance thereof then remaining unpaid.

Third:-The residue to be paid to grantors, or their order.

WITNESS our hands this 20th day of December, 2001.

THOMAS ACCUOSTI

LEONA ACCUOSTI

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, borrowers, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that we executed the within instrument for the purposes therein contained.

WITNESS my hand, at Office, this 20th day of December 2001.

NOTARY PUBLIC

DENNIS WRIGHT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires OCT. 25, 2003

SCHEDULE A

TRACT 1:

Land in Davidson County, Tennessee, being Lot No. 142 on the Map of Kemper Heights Subdivision, as of record in Book 2331, pages 65 and 66, Register's Office for Davidson County, Tennessee.

Said Lot No. 142 fronts 75 feet on the southerly margin of Westchester Drive, 211.3 feet on the easterly line and 253 feet on the westerly line to a dead line in the rear measuring 96.2 feet thereon.

Being the same property conveyed to James R. Ladd and wife, Martha Louise Ladd by deed from R.R. Mincy and wife, Mariam Mincy of record in Book 2490, page 199, Register's Office for Davidson County, Tennessee.

TRACT 2:

LAND in the 11th Civil District of Davidson County, Tennessee, being part of the land marked "J. R. Coarsey, Trustee" on the Plat of Kemper Heights, Section 1, as of record in Book 2331, page 66, Register's Office for said County, described as follows:

Beginning at a concrete monument at the southwest corner of Lot No. 142, on the plan of Kemper Heights, Section 1, as of record in Book 2331, pages 65 and 66, said Register's office; thence with the rear line of said Lot No. 142, North 39° 03' East 96.2 feet to an iron stake at the common rear corner of Lots Nos. 142 and 143; thence South 24 deg. 15'. East 248.4 feet to an iron stake in the north margin of the proposed extension of Tuckahoe Drive, said point being 470.44 feet westerly from the center line of Kemper Drive, South, and 30.5 feet northerly from Reasonover's North line; thence with said margin of Tuckahoe Drive extended, South 67° 09' West 93 feet to an iron stake; thence North 24° 00' West 203.1 feet to the point of beginning, containing 0.51 acres, more or less.

BEING the same property conveyed to Thomas Accousti and wife, Leona Accousti, by deed from James R. Ladd and wife, Martha Louise Ladd, which is being recorded ~~simultaneously~~ herewith.

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