Davidson County DOT
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Fees:23.00 Taxes:6.21
20050105-0001893

The Maximum Principal Indebtedness
Secured Hereby Under Any Contingency Is:
$7400.00

This Instrument Was Prepared By:
Title Enterprises, LLC
Knoxville, Tennessee 37923
(865) 694-6306

DEED OF TRUST

THIS DEED OF TRUST, Made this 27 day of December, **2004** between **Pamela Smith** hereinafter jointly and severally designated Grantor, party of the First Part, and **TITLE ENTERPRISES, LLC 8351E. Walker Springs Lane, Ste. 103, Knoxville, TN 37923**, Trustee, Party of the Second Part, and **John D. Denton** Party of the Third Part (Secured Party).

WITNESSETH

WHEREAS the Part of the First Part is indebted to the Party of the Third Part in the principal sum of **$7,400.00,** which indebtedness is evidenced by the Party of the First Part's note as set one installment of principal and interest due and payable December 1, 2019.

TO SECURE to the Third Part the repayment of the indebtedness evidenced by the note with interest thereon; the payment of all other sums and interest thereon; advanced in accordance herewith to protect the security of this Deed of Trust and the Performance of all covenants and agreements of the party of the First Part herein contained. The Party of the First Part does here, by Deed of Trust, grant and convey to the Trustee, the following described property located in the County of DAVIDSON, to wit:

PROPERTY DESCRIPTION
See Legal Exhibit "A" Attached

Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 are herein referred to as the " Property ".

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING TRUST:

To secure to the order of **John D. Denton** the payment of the sum of **$7,400.00** as set out in the promissory note of even date herewith. To be paid in monthly installments according to the terms of the promissory note of the same date as this instrument, with the total and full indebtedness, along with interest and other legal charges thereon as provided by law, this instrument and/or the note due on or before the due date listed above.

And said Grantor agrees to keep the buildings on said property insured in some solvent company to be approved by said Trustee or the holder of said notes, in at least the sum of **$7,400.00** which policy shall be assigned by standard mortgage clause for the benefit of the debt herein secured.

And said Grantor covenants to promptly pay said sum of **$7,400.00** and the interest thereon, as the same shall become due and payable, according to the terms and conditions of this deed and the notes evidencing said debt, and will also pay the tax and fees for executing this deed.

And as to the debt secured by this deed said Grantor hereby waives the benefit of homestead and all other exemptions. Grantor herein specifically waives all right of redemption as set out in Tennessee Code Annotated S66-8-101 through S66-8-114. Grantor likewise specifically waives the equity of redemption. Grantor waives the spouse's elective share of ant estate in the subject real estate.

And said Grantor covenants to promptly pay for all insurance on the said property and all taxes and assessments on the same, and should Grantor fail to insure the same or to pay the insurance, or any taxes and assessments, then said Trustee or the holder of the said notes may take out such insurance and pay for the same, and pay taxes and assessments as the same shall become due, and any sum so paid shall with interest from the day of payment, become a part of the debt secured by this deed and be due and payable with the first or next note or ensuing installment or interest due hereunder.

If the said note and interest to be paid is paid when due and the agreements herein mentioned are satisfactorily performed, and nothing is owed under the provisions of this instrument, then

this conveyance ceases and becomes null and void, and release or satisfaction thereof will be made, but in case of any non-payment of the principal and/or interest on any part thereof, at the time the same becomes due, or in case of failure to pay all taxes which may be assessed upon the said land, premises, or property, or upon interest of the holder of the indebtedness and note therein, thence and in such event the debt hereby secured, without any deduction, shall at the option of the holder of the note without notice, not withstanding anything contained in this deed of trust, and the Trustee, his successors in trust, or assigns, is hereby empowered and authorized to advertise said property for sale in a newspaper of general circulation in the same county as the subject property as otherwise provided by law for sales of real estate under foreclosure, and to sell the same at the Courthouse door of said County of DAVIDSON Tennessee at public outcry, to the highest and best bidder, for cash and in bar of all rights and equities of redemption, homestead, and dower and all rights or other exemption of every kind, or of which are hereby expressly waived, and the Grantor hereby waives the necessity of the Trustee or his successors in interest, or assigns, making oath, filling inventory, or giving bond as surety for the execution of this trust. The Grantor hereby authorizes the Trustee, his successors in trust, or assigns, to adjourn the day of the sale to another day, time, and place certain without further publication, upon appearance and announcement at the advertised time and place for the sale. Upon such sale, the Trustee, or his successors, or assigns 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 peaceable possession of said premises. Grantor further agrees that in case of any sale under this deed of trust, Grantor 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 or purchasers a reasonable rental value of said premises after said sale.

Said Trustee shall apply the proceeds of such sale as follows: (1) To the payment of the costs of executing this trust, including legal commission to said Trustee, upon the gross amount of said sale, which said costs and commission shall constitute a lien on said property and which shall accrue upon advertisement of same. (2) To the payment of the whole of said debt herein secure, principal and interest, and any sums paid for insurance, taxes or assessments. (3) To the payment of all taxes, assessments and insurance then due on said property and unpaid. (4) The residue, if any, shall be paid to the order of the Grantor.

In the event of the death, absence, inability or refusal of the Trustee to act at any time when action under the within powers may be required, the owner of the debt herein secured is hereby authorized to name or appoint a successor or successors to execute the within trust and the title herein conveyed to said Trustee shall be vested in said successor or successors, which appointment shall be in writing and duly acknowledged, and shall be recorded in the office of the Register of Deeds of the County in which the property is situated._

It is expressly understood and agreed that as to the covenants and warranties by the female Grantor herein contained, the same are made with reference to her separate estate as a source of credit.

Grantor agrees to abstain from committing any waste or doing anything whereby the security of the above note may be lessened, reduced or imperiled, in the case the Trustee herein or the holder of the note and indebtedness, or both, or their assigns, shall be made a party to any suit or proceeding at law or equity in order to protect the security given for this obligation, the Trustee or the holder of the note or indebtedness, or both, or their assigns, shall be allowed and paid reasonable costs, charges, and attorneys fees in such suit or proceeding, and the same shall be a charge and lien upon said premises and enforced as the principal obligation.

And the Grantor hereby covenants that Grantor has the right to convey the property, that Grantor has done no act to encumber the same, that in the case of sale under this deed the purchaser shall have quiet and peaceable possession of said property free from all encumbrances, and the Grantor covenants to execute such other and further assurances thereof as may be requisite, and in no case shall the purchaser, in case of sale, be required to look to the application of the purchase money.

The Grantor has the right to anticipate said debt and interest thereon any time. It is further agreed that this deed shall secure this debt or any renewal thereof, which may be mutually arranged by the holder of said notes, with the Grantor. This deed of trust and the note secured hereby may not be assumed by a purchasers of the subject property from Grantor without the express written consent of the holder and owner of the note and/or indebtedness secured by this deed of trust, and should Grantor transfer, sell or convey the real estate herein described without the written permission and consent of the owner and/or holder of the note and indebtedness

hereby secured, the owner and/or of said note and indebtedness may immediately require payment of the entire balance of the indebtedness secured by this deed of trust, and in the event of the Grantor or his successor in title to make payment in full as requested, the owner and/or holder of the note and indebtedness hereby secured may proceed with foreclosure under the terms and provisions herein above recited and provided.

Wherever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

If any portion of this instrument is declared invalid, this shall not invalidate the remainder of this instrument.

IN WITNESS WHEREOF, WITNESS the signature and seal of the Grantor hereunto affixed on the day and year herein written.

Pamela Smith

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Reita Jennings, a Notary Public for said County and State, **Pamela Smith** the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this the 27 day of December, **2004**.

NOTARY PUBLIC

REITA JENNINGS
NOTARY PUBLIC AT LARGE
ANDERSON COUNTY, TENN.
MY Commission Expires 10/24/05

My Commission Expires:_____

Exhibit A

BEING Lot No. 1-B, Zone Lot Division of Lots 1-4, Resubdivision Lots 1 & 2, on the Plan of Due West Subdivision, as of record in Plat Book 6250, Page 706 and Plat Book 6200, Page 263, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING part of the same property conveyed to PAMELA MICHELLE SMITH from JOHN D. DENTON, A SINGLE PERSON by Warranty Deed dated December 27, 2004 of record in Instrument No. 20050105-0001891, in the Register's Office, Davidson County, Tennessee.

Map & Parcel #051-05-0-027

THIS CONVEYANCE is made subject to all applicable restrictions, easements and building setback lines of record.