BOX 10-A

Karen Johnson Davidson County
Batch# 392071 DOT
04/27/2020 10:47:56 AM 19 pgs
Fees: $98.00 Taxes: $565.80
20200427-0043669

This instrument prepared by & Return To:
Premier Escrow, LLC
4301 Hillsboro Road, Suite 300
Nashville, TN 37215

Maximum principal indebtedness for Tennessee recording tax purposes $494,000.00

DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FINANCING STATEMENT ("Security Instrument") is made on April 24, 2020. The grantor is **5710 TENNESSEE, LLC,** a Tennessee limited liability company ("Grantor"). The trustee is Ted H. Williams ("Trustee"), whose address is 719 E. College Street, Dickson, Tennessee 37055. The beneficiary is **TriStar Bank, Dickson, Tennessee,** whose address is 719 E. College Street, Dickson, Tennessee 37055, which is organized and existing under the laws of Tennessee ("Lender," which term shall also include any subsequent holder of the Primary Debt, as hereinafter defined.).

Debtors:
5712 TENNESSEE, LLC
4301 Hillsboro Pk, STE 300
Nashville, TN 37215

Secured Party:
TriStar Bank
719 E. College Street
Dickson, Tennessee 37055

THE INDEBTEDNESS AND LIABILITIES SECURED HEREBY include, but are not limited to, the indebtedness evidenced by or incurred under the Promissory Note dated April 24, 2020, executed by **5710 TENNESSEE, LLC,** a Tennessee limited liability company ("Borrower"), the maximum principal sum of FOUR HUNDRED NINETY FOUR THOUSAND AND 00/100 DOLLARS ($494,000.00), which, if not sooner paid, is due and payable on April 24, 2021 and any and all extensions, modifications, amendments and renewals thereof (collectively, the "Primary Debt Agreement"). As used in this Security Instrument, the term "Borrower" shall also specifically include and refer to any primary obligor or the guarantor on the Primary Debt and any "Grantor".

THIS SECURITY INSTRUMENT SECURES TO LENDER the repayment of (i) the Primary Debt as evidenced by the Primary Debt Agreement; (ii) any and all other present or future indebtedness and liabilities, direct or contingent, of any Borrower to Lender of any nature whatsoever, regardless of the class of other indebtedness, be it secured or unsecured, however evidenced or denominated, however or whenever incurred, and all extensions, amendments, modifications and renewals thereof (subject to any limits hereinafter set forth), pursuant to any previous, present, or future commitment of Lender to borrower (items (i) and (ii) collectively are the "Secured Debt"), except that such liabilities and indebtedness, other than the Primary Debt, shall not include any debt subject to the disclosure of requirements of the Federal Truth-in-Lending Act, if at the time such liability or indebtedness is incurred, any legally required disclosure of the lien afforded hereby respecting such debt shall not have been made; (iii) all sums advanced to protect the security of this Security Instrument and all future advances made by Lender to or for the account or benefit of Grantor, with interest from date of disbursement at

the Primary Debt rate of interest; and (iv) all attorney's fees, court costs, and expenses of whatever kind incurred in the collection, enforcement, protection and defense of any said Secured Debt, including but not limited to the Primary Debt, and the enforcement, protection and defense of the lien of this conveyance and the timely, faithful and full performance of the covenants, warranties and agreements of Grantor herein contained or any Borrower, guarantor, or primary obligor in any Secured Debt agreement.

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other valuable consideration, including the debt and trust herein provided, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor dos hereby grant, bargain, sell, convey, assign, transfer, pledge, and set over onto Trustee, and the successors and assigns of Trustee, in trust, with power of sale, all of Grantor's present and future right, title, interest, and claim with respect to the following (all of which are hereinafter collectively referred to as the "Property"):

(a) All those certain tracts, pieces, interests in or parcels of real property or land located in Davidson County, Tennessee, with a street address of 5712 Tennessee Avenue, Nashville, TN and more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) Together with all buildings, structures, improvements of every nature whatsoever now or hereafter situated on the Land and owned by Grantor or any part and parcel thereof (the "Improvements");

(c) Together with all trade, domestic, and ornamental fixtures, including without limitation gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, escalators, pipes, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, air conditioning apparatus, refrigerating plants, refrigerators, window screens, awnings and storm sashes, draperies, shads and blinds, lighting equipment and fixtures, laundry equipment, incinerating and power equipment, engines, motors, conduits, ventilating and communications apparatus, attached cabinets and shelves, partitions, ducts, paneling, woodwork, molding, millwork, decorative trimwork, ceiling tiles and panels, and all other furnishings, furniture, fixtures, machinery, equipment, fittings, apparatus, appliances, and personal property of every kind and nature whatsoever actually or constructively attached to said Land of Improvements or otherwise so related thereto that an interest in them arises under real estate law, not or hereafter owned by Grantor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of, the Property, including all extensions, additions, improvements, betterments, renewals, and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Fixtures"), all of which are hereby declared and agreed by the parties, and shall be deemed, to be fixtures and accessions to the Land and intended to b installed therein and a part of the Land as between the parties hereto and all persons

claiming by through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Instrument;

(d) Together will all easements, right-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber, flowers, shrubs, trees, and other emblements now or hereafter located on the Land or under, or above the same, or any part of parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating to appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter shall in any way belong, relate or b appurtenant thereto, whether now owned or hereafter acquired by Grantor;

(e) Together with all present and future leases, rents royalties, issues, profits and revenues of the Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as is equity, of Grantor of, in, and to the same, reserving only the right to Grantor to collect the same so long as Grantor is not in default hereunder;

(f) Together will all awards, compensation and settlements in lieu thereof mad as a result of (i) the taking of power of eminent domain of the whole or any part of the Property, including any awards for damage sustained to the Property, for a temporary taking, change of grade of streets or taking of access, or (ii) any other injury to, taking of, or decrease in the value of the Property;

(g) Together with all building materials now or hereafter located on the Land, prior to incorporation of said building materials in the improvements on the Land; and

(h) Together with all proceeds of hazard or other insurance policies maintained with respect to the Property and the Improvements (whether or not Lender is loss payee thereunder).

TO HAVE AND TO HOLD the Property and all parts, rights, improvements, fixtures, members and appurtenances thereof, to the use and benefit of Trustee and the successors, successors-in-title, and assigns of Trustee, forever.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed in fee simple and has good merchantable title and has the right, power and authority to grant, assign, pledge, transfer and convey the Property and that the Property is free and clear of all liens and encumbrances whatsoever except for encumbrances recited in **Exhibit B** attached hereto and incorporated herein (the "Permitted Encumbrances"). Grantor warrants and

shall defend generally the title to the Property against all claims and demands, subject to the Permitted encumbrances.

IN ADDITION TO THE COVENANTS AND WARRANTIES HEREIN ABOVE PROVIDED, GRANTOR FURTHER COVENANTS AND AGREES WITH TRUSTEE AND LENDER AS FOLLOWS:

1. **Payment of Principal and Interest; Prepayment and Late Charges; Performance.**
Subject to Section 3 herein, Borrower shall promptly pay when due the principal of, interest on, and other charges (including any applicable recording taxes and penalties) incurred with respect to and constituting, the Secured Debt and shall duly and punctually perform and observe all of the terms, covenants, warranties, and conditions to be performed or observed by the Grantor herein.

2. **Priority of Conveyance: Maintenance of Title; Recording**. The property shall stand as security for the Secured Debt and for the performance and observance by the Borrower of the terms, covenants and agreements to be performed or observed by the Borrower in all instruments and agreements evidencing the Secured Debt and this Security Instrument. The title represented by this Security Instrument is and shall be a valid and continuing fee simple title, in trust, to all of the Property. From time to time, upon request by the Lender, the Grantor shall, at Grantor's own expense, execute and deliver such instruments of correction, amendments, modifications, continuation statements, financing statements, supplemental conveyances, security agreements, additional assignments of leases and rents, amendments to the Security Instrument, and any further conveyances and instruments as may, in the opinion of the Lender or the Trustee, be necessary or reasonably desirable in order to accurately and completely document, effectuate, continue and preserve the priority hereof upon the Property. From time to time, upon request of the Lender, the Grantor shall, at Grantor's expense, obtain and deliver current appraisal(s) of the Property and /or current survey(s) of the Property in a form and manner acceptable to Lender by a qualified preparer chosen by Grantor subject to Lender's approval.

The Grantor shall, at Grantor's expense, take all necessary action to maintain and preserve the title, the priority and security interest of this Security Instrument so long as the Secured Debt remains unpaid.

The Grantor shall, forthwith after the execution and delivery of this Security Instrument and thereafter from time to time, cause the Security Instrument and any financing statements in respect thereof to be filed, registered and recorded in such a manner and in such places as may be required by law in order to publish notice of and to fully protect the title, the priority and security interest hereof upon the Property. Except to the extent Grantor is exempt therefrom, the Grantor shall pay or cause to be paid all filing, registration and recording fees, incident to

such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgement of such instruments, and all federal, local or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution, recording and delivery of this Security Instrument and such other instruments.

3. **Application of Payments**. Unless applicable law or the applicable instrument provides otherwise, all payments received by Lender on any Secured Debt shall be applied, first, to late charges, attorney's fees, expenses and costs due; second, to prepayment charges due, if any; third, to interest due; and last, to principal due.

4. **Taxes, Liens and Other Charges.**

(a) Grantor shall promptly pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees, and all other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Lender may require.

(b) Grantor shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with the Secured Debt, this Security Instrument, or any other instrument now or hereafter evidencing, securing, or otherwise relating to the Secured Debt.

(c) Grantor shall promptly discharge any lien, claim or security interest on the Property which has priority over this Security Instrument; or, in the alternative, Grantor shall pay or perform the obligation secured by such lien, claim or security interest in a manner acceptable to Lender, or shall in good faith contest or defend against enforcement of such lien, claim or security interest by legal proceedings which prevent enforcement of the lien, claim or benefit and which are initiated with the written consent of Lender.

5. **Hazard Insurance.** At all times Grantor shall keep and maintain in full force and effect insurance on all buildings, structures, improvements, fixtures, and things now or hereafter comprising the Property, insuring against loss or damage by fire or other casualty and such other hazards covered by "Broad Extended Coverage Endorsements" in an amount equal to 100% of the insurable value of the Property, and such other insurance on the Property, or any replacements and substitutions therefore, and in such amounts as may, from time to time, be reasonably required by Lender against other insurable casualties that, at the time, are commonly insured against in the case of property similarly situated. The forgoing policy or policies of such insurance shall be with such insurance companies, in form and substance, and in such amounts satisfactory to Lender. All policies of insurance provided for herein shall contain a standard non-contributing mortgage loss payable clause and subrogation clause in favor of Lender and shall provide that the Lender shall be given at least thirty (4) days written notice prior to cancellation or reduction of coverage.

Grantor shall also keep and maintain in full force and effect, in amount, and substance, and with an insurance company satisfactory to Lender, comprehensive public liability insurance on an "occurrence basis" insuring Grantor and Lender against claims for personal injury, including without limitation body injury, death, or property damage occurring on, in, or about the Property and the adjoining streets, sidewalks, and passageways which shall contain an agreement to notify Lender in writing at least thirty (4) days prior to any cancellation or reduction in coverage. The original of such policy, together with appropriate endorsements thereto, or a copy of said policy and endorsements and an original certificate of insurance, and evidence of the payments of the premiums thereon, shall be promptly delivered to Lender. Said insurance is to be kept in full force and effect at all times and until the Secured Debt has been paid in full.

Grantor shall furnish to Lender copies of all insurance policies required herein, together with all appropriate certificates and receipts evidencing that said policies are in current force and effect. Any and all renewals of such policies shall be delivered to Lender at least thirty (4) days prior to the expiration of the old policy or policies. In the event of any loss or damage to the Property, or any part thereof, Grantor shall give immediate written notice thereof to Lender, who may make proof of or loss under any such insurance policies maintained pursuant hereto, if not made promptly by Grantor. Lender may, in its discretion, adjust, compromise, and settle the insurance claim as it sees fir without the joinder or approval of Grantor. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender, instead of making such payment to Grantor and Lender jointly. Grantor hereby assigns and grants to Lender a security interest in all policies of insurance which insure against any loss or damage to the Property, and the proceeds therefrom, and any and all insurance proceeds or any part thereof under any of the foregoing policy or policies of insurance may, at the option of Lender, be applied to the reduction of any portion of the Secured Debt in such order and manner as Lender may determine, or to the repair and restoration of the Property, or portion thereof, damaged. In the event Lender makes such proceeds available to Grantor for repair and restoration, Grantor shall diligently proceed to repair and restore the Property, or portion thereof, damaged in accord with the requirements of Lender. None of the foregoing applications of funds shall extend or postpone the due date of any installment of the Secured Debt, or change the amount thereof.

In the event of the foreclosure of this Security Instrument or any other transfer of title to the Property in extinguishment or partial extinguishment of the Secured Debt, all right, title, interest, and claim of Grantor in and to all insurance policies and unearned premiums shall pass to the purchaser or to Lender, as the case may be.

6. Funds for Taxes and Insurance. If Lender so demands in writing, and unless Grantor is already similarly obligated to the holder of a prior Permitted Lien and is in compliance with such obligation, Borrower shall pay to Lender on the day monthly payments are due under the Primary Debt Agreement, until the Primary Debt Agreement is terminated and paid in full, such amounts ("Funds") as in the estimation of Lender shall be necessary to pay as thy become due plus any excess amounts allowed by law for (a) taxes and assessments which may attain priority over this Security Instrument; (b) leasehold payments or ground rents on the

Property, if any; (c) hazard insurance premiums, and (d) mortgage insurance premiums, if any. These items are hereinafter called "Escrow Items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future Escrow Items.

Lender shall apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not b required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which ach debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the Escrow Items when due, Borrower shall pay to Lender any amount of money to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all Secured Debt, Lender shall promptly refund to Borrower all funds held by Lender. If under Section 20, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Debt.

Lender shall have the option at any time to require Borrower to pay to Lender, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurances, a sum equal to one-twelfth (1/12) of the annual flood insurance premium in the event Lender requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent a similar legislation, said sum to b held in escrow without liability on the part of Lender for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held at any time be insufficient to pay said insurance premium when due and payable, the Grantor shall promptly deposit the entire amount of said deficit.

7. **Care of Property**.

(a) Grantor shall keep Property, or any part thereof in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or any other part thereof

or which could result in the cancellation of any insurance policy carried with respect to the Property.

(b) Grantor shall not remove, demolish or alter the structural character of any Improvements without the written consent of Lender.

(c) If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give immediate written notice thereof to Lender.

(d) Grantor hereby authorizes Lender and/or its agents, employees, and representatives to enter upon and inspect the Property ay any time during normal business hours.

(e) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority applicable to the Property or any part thereof.

(f) If any part of the Property shall be damaged by fire or other casualty, Grantor shall, subject to the provisions of Section 5, promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged through condemnation, Grantor shall promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Lender. Notwithstanding the foregoing, Grantor shall not be obligated so to restore, unless in each instance Lender agrees to make available to Grantor (pursuant to a procedure satisfactory to Lender) any net insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of Grantor's obligations to restore. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit wit Lender a sum equal to the amount by which the estimated cost of the restoration of the Property (as determined by Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds with respect to such damage or destruction.

8. Expenses. Whether or not default has occurred hereunder, Borrower shall pay or reimburse Lender, upon demand therefor, all attorney's fees, costs, liabilities and expenses incurred by Lender in any suit, action, legal or equitable proceeding, negotiations, administrative hearing, trial, arbitrations, proceeding, bankruptcy or receivership proceeding, or dispute of any kind in which Lender is made a party or appears as party plaintiff, defendant, creditor, or other party in interest, affecting the Secured Debt, this Security Instrument or the interest created herein, or the Property including, but not limited to, the exercise of power of sale contained in this Security Instrument, any condemnation action involving the Property or any action to protect, perfect or continue the perfection of the security hereof and any action affecting the perfection, validity, enforceability or priority of this Security Instrument, and any such amounts paid by or billed to Lender shall be added to the Primary Debt and shall bear interest from the date of disbursement at that Primary Debt rate and shall be secured by this

Security Instrument. Borrower shall immediately, upon demand, reimburse Lender for all such costs, expenses, liabilities and attorney's fees.

9. Financial Statements. Borrower and any other obligor of the guarantor of the Secured Debt shall furnish to Lender (a) annually (and no less than once very twelve [12] months) and at such other times as Lender may request, current financial statements of Borrower or such other obligor or guarantor, as the case may be; (b) copies of all quarterly and annual income tax returns filed with local, state, and federal taxing authorities, together with all exhibits and attachments filed therewith within fifteen (15) days after filing; and (c) such other statements, operating reports, financial information, inventory, and accounting as Lender may request.]

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, unless Grantor and Lender otherwise agree in writing, the Secured Debt shall be reduced by the amount of the proceeds multiplied by: (a) the total amount of the Secured Debt immediately before the taking, and divided by (b) the fair market value of the Property immediately before the taking. Any remaining balance shall be paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within thirty (4) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Secured Debt, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Section 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver; Remedies Cumulative. Extension of time for payment or modification of amortization of the Secured Debt granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest and shall not affect the priority or this Security Instrument or impair the security hereof in any manner whatsoever. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the Secured Debt by reason of any demand mad by the original borrower or Borrower's successors or interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. No right, power or remedy conferred upon or reserved to the Lender or Trustee by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or in any other

instrument or document or now or hereafter existing at law, in equity, or by statute. In any event, Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently, and as often as deemed expedient by Lender.

12. Successors and Assigns Bound: Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Grantor, subject to the provisions of Section 18. All Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Security Instrument but does not execute the Primary Debt Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Grantor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Primary Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument and of the Secured Debt without that Grantor's consent. Whenever used, the singular shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders. All covenants of Borrower shall be joint and several.

13. Loan Charges. If any Secured Debt is subject to a law which sets a maximum rate of interest or maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to b collected in connection with the Secured Debt exceed the permitted limits, then (a) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the Primary Debt, other Secured Debt, or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge under the applicable instrument.

14. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Primary Debt Agreement or this Security Instrument unenforceable according to its terms, or all or any part of the Secured Debt uncollectible, or of diminishing the value of Lender's security, then, Lender, at its option, may require immediate payment in full of all Secured Debt and may invoke any remedies permitted by Section 20.

15. Notices. Any notice provided for in this Security Instrument shall be deemed to have been given to Grantor or Lender when given as provided in this Section. Any notice shall be in writing, signed by the party or an authorized officer, agent, or attorney for the party giving the notice and shall be delivered personally or by mailing it by first-class mail, unless applicable law requires use of another method, to the other party at the address set forth below or for Grantor, at the property address or any other address designated by written notice. The date of personal delivery or the date the mailing, as the case may be, shall be the date of such notice.

For the purposes of this Security Instrument, the parties designate the following address for notices:

Grantor:
5710 TENNESSEE, LLC
4301 Hillsboro Pk
Nashville, TN 37215

Lender:
TriStar Bank
719 E. College Street
Dickson, Tennessee 37055

With a copy to: Premier Escrow, LLC
4301 Hillsboro Road, Suite 300
Nashville, TN 37203

16. Governing Law: Severability. This Security Instrument shall be governed by the laws of the State of Tennessee. In the event that any provision or clause of this Security Instrument or the Primary Debt Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Primary Debt Agreement which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Primary Debt Agreement are declared to be severable. The captions and headings of the Sections of this Security Instrument are for convenience of reference only and are not to be used to interpret, define, or limit the provisions hereof.

17. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Lender's prior written consent, Lender may, at its option, without notice, invoke any remedies permitted by this Security Instrument, including the requirement of immediate payment in full of all Secured Debt. However, this right shall not be exercised by Lender if its exercise is prohibited by federal law as of the date of this Security Instrument.

18. Security Agreement; Assignment of Rents and Leases; Fixtures. As additional collateral and further security for the repayment of the Secured Debts, Grantor hereby grants, assigns, pledges and conveys to Lender a general and continuing security interest in all of the Property and all leases, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, and cash and noncash proceeds of, and in connection with, the Property from time to time accruing including, without limitation, all payments under leases or tenancies now or hereafter derived from the Property.

Lender shall have all of a secured party under the Uniform Commercial Code (Tennessee) in and respecting such Property, but such rights shall not be exclusive or in derogation of Lender's rights respecting such Property as the Lender under this Security Instrument. In no event shall this assignment be construed as subordinating Lender's rights contained in this Security Instrument to any lease to which Grantor may be or become a party. Grantor shall promptly reimburse Lender for all costs, including reasonable attorney's fees incurred by Lender in (i) perfecting and continuing the perfection of Lender's security interest in such Property under the Uniform Commercial Code, should Lender so desire, and (ii) protecting

and enforcing Lender's security interest therein, all of which, together with interest thereon at the maximum applicable lawful contract rate of interest shall become additional Secured Debt. Grantor shall, promptly, at Lender's request, execute and deliver, in form and substance satisfactory to Lender, and any and all such instruments or documents, including any financing statement, Lender deems necessary to evidence, perfect, or continue the perfection of its security interest in the Property.

In the event of default hereunder, including without limitation an vent of default on any Secured Debt (whether or not the maturity of said debt is accelerated) or abandonment of the Property, Lender, in person, by agent, or through a judicially appointed receiver (Grantor hereby consents to the appointment of a receiver) shall be entitled to take possession of and manage the Property and to collect all rents, income and other profits derived from the Property, including all amounts past due. Grantor agrees to relinquish peaceful possession to Lender. All rents, revenues, income and profits collected by Lender or receiver shall be applied first to the payment of cost of enforcing Lender's security interests therein, the payment of cost of management of the Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds and reasonable attorney's fees. The rents, income and profits shall be applied to the Secured Debt, and Lender shall be liable to account only for the net rents actually received.

In connection with this agreement, Grantor agrees to observe and perform all obligations imposed upon Grantor as lessor under any lease covering any part of the Property, and shall not cause or allow a default on its part thereunder, and shall diligently enforce or secure the performance of all obligations of the lessees under any such lease. Should Grantor default under any such lease, Lender may take whatever action it deems necessary or desirable to prevent or cure the default by Grantor. Lender shall have the right to enter upon the Property as often as it desires in order to inspect the Property and to prevent or cure any such default. In attempting to prevent or cure any such default, Lender may spend such sum of money as it deems necessary, and Grantor hereby agrees to pay Lender immediately upon demand all sums so expended by Lender, together with interest from the date of payment by Lender at the maximum applicable lawful contract rate. Such sums and the interest accrued thereon shall become additional Secured Debt. Grantor acknowledges and agrees that neither the execution of this Security Instrument nor the exercise of any remedies hereunder by Lender shall be deemed an undertaking by Lender to assume liability for the performance of any of Grantor's obligations under any such lease.

19. Compliance with Laws: No Hazardous Waste.

Grantor represents, warrants, and agrees that (a) no notice has been received by Grantor regarding any Hazardous Material (as hereinafter defined) on the Property; (b) no action, investigation, proceeding, fine, claim, lawsuit, or inquiry is pending or threatened which seeks to enforce any right or remedy against Grantor under any Environmental Laws (as hereinafter defined); (c) Grantor shall permit no installation or placement of Hazardous Material on the Property in violation of environmental Laws; (d) Grantor shall permit no release of Hazardous Material onto or from the Property; (e) Grantor shall cause the Property to comply with applicable Environmental Laws and shall keep the Property free and clear of any liens

imposed pursuant to any applicable Environmental Laws; (f) all license, permits, and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws (the "Permits") shall be obtained and maintained, and Grantor shall assure compliance therewith; and (g) Grantor shall give the Lender prompt written notice if Grantor receives any notice with respect to Hazardous Material on, form, or affecting the Property and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accord with applicable Environmental Laws, such Hazardous Material from the Property. For purposes of this Security Instrument, "Hazardous Material" mans polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos, and any pollutant and any hazardous, toxic, or dangerous waste, substance, material, or pollutant defined as such in (or for purposes of) the Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future federal, state or local statute, law, regulation, or ruling, and any judicial or administrative interpretations thereof, applicable to environmental conditions on, under, or about the Property including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including, without limitation, the Superfund Amendment and Reauthorization Act of 1986), 42 U.S.C. § 9601, et seq.,; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.,; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.,; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.,; the Safe Drinking Water Act, 42 U.S.C. § 3808, et seq.,; The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.,; the Clean Air Act, 42 U.S.C. § 7401, et sq.,; the Clean Water Act, 33 U.S.C. § 1251, et seq.,; the Tennessee Hazardous Waste Management Act of 1977, Tenn. Code Ann. § 68-212-101, et seq.,; the Tennessee Hazardous Waste Management Act of 1983, Tenn. Code Ann. § 68-212-201, et seq.,; and the Tennessee Petroleum Underground Storage Tank Act, Tenn. Code Ann. § 68-215-101, et seq.,; as any of the same may be amended from time to time. Further, the terms "release," "environment," and "Hazardous Substances," shall have any additional meanings given them by any Environmental Laws and any applicable laws, rules, or regulations. Grantor hereby acknowledges that Grantor may be a party to an Environmental Compliance Certificate and Indemnity Agreement (the "Environmental Indemnity") executed in favor of, and given in connection with the Primary Debt to, Lender, and, if so, this Section shall be interpreted to be consistent with the provisions of the Environmental Indemnity, so that Lender is, in every respect, indemnified against any and all liabilities as contemplated and agreed in the Environmental Indemnity.

20. Default; Remedies. The occurrence of any of the following events shall constitute an "event of default" hereunder:

A. A default occurs in the payment of the principal of and/or interest on the Secured Debt or any portion thereof;

B. Grantor defaults in the payment or performance of its obligations under, or a default or event of default occurs under, the Primary Debt Agreement, this Security Instrument, or any other instrument or document now or hereafter further evidencing, securing, or otherwise executed and delivered in connection with the Secured Debt or any portion thereof;

C. Grantor abandons the Property;

D. Grantor fails to pay taxes, keep up repairs, keep said Property insured, or timely perform or observe any other obligation, agreement or covenant as herein provided;

E. At any time, any representation or warranty contained herein is or becomes false;

F. Borrower fails to reimburse the Trustee or Lender for all sums, with interest, so extended by said Trustee or Lender within 4 days from demand by Lender for such payment.

G. Grantor dies or is liquidated, dissolved, partitioned, or terminated, or the charter or certificate of authority thereof expires or is revoked;

H. Borrower, Grantor, any endorser of guarantor of the Primary Debt Agreement, or Agreement, or any other person or entity now or hereafter liable to pay all or any portion of the Secured Debt [1] generally does not pay or is unable to pay its debts become due; or [2] makes any assignment for the benefit of creditors or petition to apply to any tribunal for the appointment of a custodian, receiver, or trustee for it, the Property, or a substantial part of its assets; or [3] commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or [4] has such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made,; or [5] indicates, by any act or omission, its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for it, the Property, or a substantial part of its assets; or [6] suffers any such custodianship, receivership, pr trusteeship to continue undischarged for a period of 4 days or more; or

I. Any claim of or priority to the lien of this Security Instrument (other than Permitted Encumbrances), whether by title, lien, or otherwise, is asserted in any legal or equitable proceeding.

Upon the occurrence of any such event of default, this Security Instrument shall remain in full force and effect and, at the option of Lender, all remaining unpaid Secured Debt shall become immediately due and payable in full, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered to sell the Property or any part thereof in any order, and at any location specified in any notice, in accordance with Tennessee Code Annotated Section 35-5-101, et seq. as amended from time to time or applicable law; and the said Trustee or his successor in trust, is authorized and empowered to execute and deliver a Deed to the purchaser. In the event the Trustee sells a portion of the

Property, this Security Instrument shall remain in full force and effect as to the remainder of the Property. Trustee may postpone any sale hereunder to another time and place by so announcing to all present at the time and place of a previously scheduled sale without the necessity of any further notice whatsoever. Lender or Lender's agent or designee may bid any sale under this Security Instrument. Trustee is hereby authorized and empowered to appoint one or more agents or attorney-in-fact to exercise Trustee's powers and to perform Trustee's duties under the Security Instrument. Trustee shall apply the proceeds of this sale in the following order:

First, to all reasonable costs and expenses of the sale, including but not limited to, reasonable trustee's and attorney's fees, expenses and costs of title evidence, appraisal and environmental site assessment;

Second, to all Secured Debt;

Third, the excess, if any, to the person or persons legally entitled thereto.

In the event of a sale of said Property under and by virtue of this trust, Grantor and all persons holding under Grantor shall be and become the tenant at will of the purchaser form and after the execution and delivery of the Deed to such purchaser, said tenancy to b determined at the option of said purchaser upon five days' written notice, and shall be liable for a reasonable rental on the Property and all damages occasioned by their continued possession of the Property. In addition to their power of sale described above, Trustee or Lender shall have the right to exercise its rights as secured party under the Uniform Commercial Code and/or the right to proceed in a court of equity to foreclose this Security Instrument or sell the property.

21. Sale by Foreclosure of Prior Encumbrances. In the event that this Security Instrument shall now or at any time after the date hereof be subordinate to any other encumbrance on the Property, Grantor hereby agrees that the lien arising from the conveyance herein shall extend to the entire interest of Grantor in the proceeds from any sale of the Property, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such express proceeds to Lender to the extent necessary to pay the Secured Debt in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

22. Extensions, Powers of Attorney. Grantor constitutes and appoints any officer or employee of Lender as Grantor's true and lawful attorney-in-fact, solely for the purposes of executing and recording on Grantor's behalf any extension or modification of this Security Instrument, as amended and/or previously extended, if, at the time of such extension, any Secured Debt is outstanding. Borrower shall promptly reimburse Lender for the costs of recording such extension. This power of attorney, being coupled with an interest, is irrevocable as long as any Secured Debt is outstanding.

23. Release. Upon payment of Secured Debt, Lender shall release this Security Instrument.

24. **Successor Trustee**. Lender, at its option, may from time to time remove the Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which the Security Instrument is recorded. Without conveyance of the Property, the Successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and any applicable law.

25. **Waivers.** Grantor and any other party executing this Security Instrument waive all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, any statutory right to an elective share in the Property and any rights acquired as a result of marriage to Grantor.

26. **Riders to this Security Instrument.** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

27. **WAIVER OF RIGHT TO TRIAL BY JURY.** GRANTOR (INCLUDING ANY SPOUSE JOINING IN THE EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT) HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCEDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING; AND GRANTOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT TO THE WAIVER OF THE RIGHT OF GRANTOR TO TRIAL BY JURY.

28. **Time is of the Essence.** Time is of the essence with respect to each and every term, covenant, condition, and obligation of Grantor under this Security Instrument, the Secured Debt, and any and all other instruments now or hereafter evidencing, securing, or otherwise relating to the Secured Debt.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants in this Security Instrument and in any rider(s) executed by Grantor and recorded with it.

5710 TENNESSEE, LLC,
a Tennessee Limited Liability Company

BY: _____
Ken Wade, Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned notary public of the state and county aforementioned, personally appeared Ken Wade, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Authorized Agent for 5710 TENNESSEE, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Authorized Agent, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself as Authorized Agent for 5710 TENNESSEE, LLC.

Witness my hand and seal this 24th day of April, 2020.

_____
Notary Public

My Commission Expires: _____

TONYA B. CHERRY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY, TENN
My Commission Expires August 30, 2021

EXHIBIT A

Legal Description

5712 Tennessee Ave., Nashville, TN 37209

Land in Davidson County, Tennessee, being Lot No. 1623 in Block 14 in Plan No. 2 West Nashville, which plan is of record in Book 57, pages 172, 173 and 174, of the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to the Grantor(s) herein by Deed of record in Instrument No. 20200427-0043602, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

[Permitted Encumbrances]