"THIS INSTRUMENT PREPARED BY JAMES I. VANCE BERRY ATTORNEY, 21st - FLOOR FIRST AMERICAN CENTER NASHVILLE, TENNESSEE 37238"

Address new owner and send tax bills to J. Jefferson Edwards, Trustee, 12th Floor, Third National Bank Building, Nashville, Tennessee.

Map 162
Par. 124, 156, 172, 173, 174, 175 mo

TRUSTEE'S DEED

WHEREAS,

1. EARTH SERVICES OF NASHVILLE, INC. executed to JAMES I. VANCE BERRY, TRUSTEE, a certain Deed of Trust and Security Agreement upon the property hereinafter described, the same being dated May 16, 1973, and recorded in Book 4707, page 935, Register's Office for Davidson County, Tennessee.

2. Earth Services of Nashville, Inc. executed an Amendment to said Deed of Trust and Security Agreement entitled "Amendment to Note, Deed of Trust and Security Agreement," of record in Book 4789, page 618, said Register's Office.

3. The indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust and Security Agreement, gave due notice to the said Earth Services of Nashville, Inc. of its default by letter dated April 4, 1975, duly deposited in the United States Mails on said date, certified mail, return receipt requested, wherein the debtor was advised of the intention of the holder of said note to foreclose the lien of said Deed of Trust and Security Agreement if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice, a duplicate original copy of said Notice, with Return Receipt card attached, being attached to this Deed as Exhibit 1.

4. The default not being cured within the time allowed, and no hearing having been sought by the debtor, the undersigned Trustee, acting upon the demand of the lawful owner and holder of said indebtedness, proceeded to advertise the security for sale at foreclosure by notices duly published in THE NASHVILLE RECORD on April 22, 29, and May 6, 1975, in accordance with the provisions of the Deed of Trust and Security Agreement, a duplicate copy of said advertisement being attached hereto as Exhibit 2.

5. During the course of the advertisement of said property for sale at foreclosure, the undersigned Trustee gave notice to the debtor by certified mail, return receipt requested, of the advertisement of said property and of the fact of the intended sale of the same, a copy of which notice with return receipt card attached, is attached to this deed as Exhibit 3.

6. After due advertisement as required by law and the terms of the Deed of Trust and Security Agreement, the undersigned Trustee offered said land and personal property as described in the Deed of Trust and Security Agreement for sale at the front door of the Courthouse in Nashville, Davidson County, Tennessee, at 12:00 noon, C.S.T., May 15, 1975, when and where B. M. Grant Company, being the lawful owner and holder of the indebtedness secured, became the last and highest bidder at the price of Two Million Four Hundred Thousand ($2,400,000.00) Dollars, and B. M. Grant Company thereupon directed the undersigned Trustee to execute a Trustee's Deed in favor of J. Jefferson Edwards, Trustee.

NOW THEREFORE, I, James I. Vance Berry, Trustee, as aforesaid, in consideration of the premises and of the sum of Two Million Four Hundred Thousand ($2,400,000.00) Dollars to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey to J. Jefferson Edwards, Trustee, his successors in trust and assigns, with full power to mortgage, sell, transfer, and convey without joinder of any beneficiary, the land and other property sold as aforesaid, being situated in Davidson County, Tennessee, and being more particularly described as follows:

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $2,400,000.00 which amount is equal to or greater than the amount which the property transferred would [illegible] at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this the 22 day of May 1975

Margaret A. Vaughan
NOTARY PUBLIC

My Commission Expires: 1-29-78

DAVIDSON COUNTY, TENN.

A tract of land in the Fifth Civil District of Davidson County, Tennessee, described according to survey by Parrish-Ragan, Inc., dated August 16, 1972, as follows:

BEGINNING at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is south 77° 52' east, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road; thence with the southerly margin of Bell Road, south 77° 52' east, a distance of 275.5 feet to a state highway monument; thence with a 1460.33 feet radius curve to the left a distance of 494.15 feet to a point; thence leaving the southerly margin of Bell Road south 7° 04' east, a distance of 346.5 feet to an iron pin; thence south 56° 46' west, a distance of 97.3 feet to an iron pin; thence south 53° 11' west, a distance of 145.5 feet to an iron pin; thence south 10° 28' west, a distance of 208.5 feet to an iron pin; thence south 0° 11' west, a distance of 193.8 feet to an iron pin; thence south 1° 22' east, a distance of 178.6 feet to an iron pin; thence south 3° 37' east, a distance of 149.4 feet to an iron pin; thence south 1° 42' east a distance of 254.6 feet to an iron pin; thence south 6° 06' west, a distance of 216.4 feet to an iron pin; thence south 7° 09' west, a distance of 102.7 feet to an iron pin; thence south 28° 39' west, to an iron pin at 174.3 feet a total distance of 627.1 feet to an iron pin in the center of a 150 foot Tennessee Valley Authority Transmission line easement; thence south 3° 19' west, a distance of 120.0 feet to a P. K. nail in rock; thence south 14°34' east, a distance of 139.6 feet to a point; thence north 86° 47' west a distance of 455.1 feet to a point in the center of Mill Creek; thence with the center of Mill Creek south 17° 49' east, a distance of 261.4 feet to a point; thence south 1° 04' west, a distance of 327.0 feet to a point; thence leaving the center of Mill Creek north 86° 58' west, a distance of 1255.0 feet to a point in the easterly margin of Blue Hole Road; thence with the easterly margin of Blue Hole Road in a northerly direction with a 911.22 foot radius curve to the right a distance of 379.36 feet; thence with a 2044.84 feet radius curve to the left a distance of 453.85 feet to a point; thence north 16° 43' west, a distance of 450.6 feet to a point; thence with a 961.68 feet radius curve to the right a distance of 297.37 feet to a point; thence with a 438.53 feet radius curve to the right a distance of 112.77 feet to a point; thence with a 935.61 feet radius curve to the right a distance of 289.85 feet to a point; thence north 33° 29' east, a distance of 46.7 feet to a point; thence leaving the easterly margin of Blue Hole Road north 46° 54' east, a distance of 341.8 feet to a point in the center of Mill Creek; thence with the center of Mill Creek north 37° 46' east, a distance of 257.4 feet to a point; thence north 50° 17' east, a distance of 202.6 feet to a point; thence north 51° 56' east, a distance of 309.6 feet to a point; thence north 61° 15' east, a distance of 423.5 feet to a point; thence north 69° 57' east, a distance of232.0 feet to a point; thence north 42° 34' east, a distance of 222.7 feet to the point of beginning, and containing 125.6 acres, more or less.

BEING property conveyed to Albar Building Industries, by deed from McDowell Development Corporation, of record in Book 4644, page 718, Register's Office for Davidson County, Tennessee and by Deed from Albar Building Industry to Earth Services of Nashville, Inc. of Record Book 4707, Page 931, said Register's Office;

TOGETHER with all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

INCLUDED within the foregoing but expressly excluded therefrom are the following:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Unit Number 2-A, Building Number 8, known as 2 Sycamore Court; Unit Number 14, Building Number 10, known as 14 Sycamore Court; Units Numbers 9 and 11, Building Number 11, known as 9 and 11 Hickory Court, respectively; Unit Number 3, Building Number 15, known as 3 Hickory Court; Unit Number 2, Building Number 16, known as 2 Ash Court; Unit Number 3, Building Number 17, known as 3 Mimosa Court; and Unit Number 25, Building Number 18, known as 25 Sycamore Court; all as shown on the Plan of Mill Creek Club, Phase I, Section 1, as of record in Book 4860, page 11, Register's Office for Davidson County, Tennessee.

Said sale is subject to the following:

1. Any and all unpaid taxes.

2. All rights vested in others by virtue of the execution and recording of a Master Deed establishing a Horizontal Property Regime of Mill Creek Club, Phase I, dated February 7, , 1975, and of record in Book 4887, page 961, Register's Office for Davidson County, Tennessee.

3. The following liens:

(i) Vendor's Lien reserved in a deed to McDowell Development Corporation dated September 2, 1972, of record in Book 4634, page 781, said Register's Office.

(ii) Vendor's Lien reserved in a deed to Albar Building Industry, dated October 2, 1972, of record in Book 4644, page 718.

(iii) Vendor's Lien reserved in a deed to Earth Services of Nashville, Inc. dated May 16, 1973, of record in Book 4707, page 931, and amended by amendment of record in Book 4793, page 478, said Register's Office.

Said liens constitute prior liens to the DEED OF TRUST AND SECURITY AGREEMENT foreclosed by this instrument with the exception of the following property, as to which said DEED OF TRUST AND SECURITY AGREEMENT purports to constitute a first lien:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is South 77 degrees 52 minutes East, a distance of 824.2 feet from the centerlin intersection of Bell Road with Blue Hole Road, thence: With the southerly margin of Bell Road South 77 degrees 52 minutes East, a distance of 275.5 feet to a state highway monument, thence; with a 1460.33 radius curve to the left a distance of 494.15 feet to a point, thence; leaving the southerly margin of Bell Road South 07 degrees 04 minutes East, a distance of 346.5 feet to an iron pin, thence; South 53 degrees 11 minutes West, a distance of 145.5 feet to an iron pin, thence; South 10 degrees 28 minutes West, a distance of 208.5 feet to an iron pin, thence; South 00 degrees 11 minutes West, a distance of 193.8 feet to an iron pin, thence; South 01 degrees 22 minutes East, a distance of 120.00 feet to the place of beginning of this land release parcel, thence:

1.) South 01 degrees 22 minutes 00 seconds East, a distance of 58.60 feet to a point, thence;

2.) South 03 degrees 37 minutes 00 seconds East, a distance of 149.4 feet to a point, thence;

3.) South 01 degrees 42 minutes 00 seconds East, a distance of 254.6 feet to a point, thence;

4.) South 06 degrees 06 minutes 00 seconds West, a distance of 216.4 feet to a point, thence;

5.) South 07 degrees 09 minutes 00 seconds West, a distance of 102.7 feet to a point, thence;

6.) South 28 degrees 39 minutes 00 seconds West, a distance of 70.00 feet to a point, thence;

7.) North 70 degrees 19 minutes 59 seconds West, a distance of 309.61 feet to a point, thence;

8.) North 88 degrees 21 minutes 00 seconds West, a distance of 210.00 feet to a point, thence;

9.) North 13 degrees 39 minutes 00 seconds West, a distance of 380.00 feet to a point, thence;

10.) North 89 degrees 39 minutes 00 seconds West, a distance of 138.28 feet to a point, thence;

11.) With a 225.00 foot radius curve to the right a distance of 235.62 feet to a point, thence;

12.) North 29 degrees 39 minutes 00 seconds West, a distance of 312.94 feet to a point, thence;

13.) North 12 degrees 09 minutes 00 seconds West, a distance of 66.03 feet to a point, thence;

14.) North 77 degrees 51 minutes 00 seconds East, a distance of 366.75 feet to a point, thence;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

15.) North 44 degrees 51 minutes 00 seconds East, a distance of 550.00 feet to a point, thence;

16.) North 87 degrees 30 minutes 00 seconds East, a distance of 155.00 feet to a point, thence;

17.) South 88 degrees 21 minutes 28 seconds East, a distance of 80.96 feet to a point, thence;

18.) South 10 degrees 28 minutes 00 seconds West, a distance of 206.10 feet to a point, thence;

19.) South 22 degrees 41 minutes 52 seconds West, a distance of 180.00 feet to a point, thence;

20.) South 54 degrees 17 minutes 31 seconds East, a distance of 330.00 feet to the point of beginning and containing 21 acres more or less.

cel 2:

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerlin of Bell Road, that is South 77 degrees 52 minutes East, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road, thence; with the southerly margin of Bell Road, South 77 degrees 52 minutes East, a distance of 275.5 feet to a state highway monument, thence; with a 1460.33 radius curve to the left a distance of 70.00 feet to the place of beginning of the access road easement, thence:

1.) With a 1460.33 radius curve to the left a distance of 80.01 feet to a point, thence;

2.) Leaving the southerly margin of Bell Road South 07 degrees 49 minutes 03 seconds West, a distance of 245.28 feet to a point, thence;

3.) South 07 degrees 10 minutes 57 seconds East, a distance of 197.28 feet, to a point, thence;

4.) North 88 degrees 21 minutes 28 seconds West, a distance of 80.96 feet, to a point, thence;

5.) North 07 degrees 10 minutes 57 seconds West, a distance of 195.39 feet, to a point, thence;

6.) North 07 degrees 49 minutes 03 seconds East, a distance of 255.81 feet, to the point of beginning and containing 0.82 acres.

TOGETHER WITH all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

4. Easement and right-of-way for electric power transmission purposes vested in the United States of America by Decree in the cause of United States of America v. Ben A. Shelton of record in Book 2876, page 107, said Register's Office.

5. Any other restrictive covenants, easements or setback lines which may be applicable to said property.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TO HAVE AND TO HOLD the said property to the said Grantee, his successors in trust and assigns, forever, with the appurtenances, estate, title and interest thereunto appertaining.

WITNESS my hand this 22 day of May, 1975.

James I. Vance Berry, Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named James I. Vance Berry, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 22 day of May, 1975.

NOTARY PUBLIC PART OF DAVIDSON COUNTY, TENN.

Notary Public

My commission expires: 9-12-78

C99826

T IDENTIF. REFERENCE

MAY 27 2 27 PM '75

FELIX Z. ANDERSON REGISTER DAVIDSON COUNTY, TENN.

MAY 27 75 CONV * 2,400.00 OD

MAY 27 75 S'TAX A* 6,240.00

MAY 27 75 PR'FEE A* .50

MAY 27 75 W'DEED A* 36.00 * 6,276.50

BOOK 4915 PAGE 924

# B. M. GRANT COMPANY

12TH FLOOR THIRD NATIONAL BANK BUILDING • P.O. BOX 2927 • NASHVILLE, TENN. 37219 • (615) 259-2635

April 4, 1975

J. JEFFERSON EDWARDS
Vice President

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

AIR MAIL

Earth Services of Nashville, Inc.
Gem City Savings Building
The Eleventh Floor
Dayton, Ohio 45402

ATTENTION: Mr. James R. Geisenfeld

Re: Land Acquisition, Development and Construction Loan - B. M. Grant Company to Earth Services of Nashville, Inc., Dated May 16, 1973. Original Maximum Amount, $6,500,000. Amended February 13, 1974, to $7,200,000.

Gentlemen:

B. M. Grant Company, as lawful owner and holder of the deed of trust note executed by you as evidence of the above indebtedness, and as secured party of the various instruments given to secure the same, (including, among others, the deed of trust and security agreement, the development loan agreement, amendments to each of the same, and guarantees from various parties to whom copies of this letter are being sent), hereby declares this indebtedness to be in default and demands payment in full of the entire outstanding principal balance of the loan, to wit, Three Million Five Hundred Sixteen Thousand Nine Hundred Sixty-Six Dollars and Forty-One Cents ($3,516,966.41), plus interest thereon from and after April 1, 1975, at the stipulated rate of ten per cent (10%) per annum and plus all costs incurred, including attorneys' fees, by reason of your default.

EXHIBIT 1

A review of the loan documents reveals a number of conditions of default, which include, among others, the following:

1. The property constituting security for the indebtedness has been abandoned.

2. You have permitted conditions of default to occur with respect to that certain vendor's lien dated May 16, 1973, and executed by you in favor of Albar Building Industries, Inc., of record in Book 4707, page 931, Register's Office for Davidson County, Tennessee. We are advised that, because of your default, the party secured by said vendor's lien is about to commence foreclosure proceedings.

3. A mechanic's lien filed against the property by Leon Howard and Associates, and followed up by the commencement of legal proceedings and an attachment of the property, has not been discharged.

4. By reason of the foregoing and other facts and circumstances surrounding the transaction, B. M. Grant Company reasonably believes Earth Services of Nashville, Inc. to be insolvent and further feels threatened as to its security.

If payment in full of the outstanding balance of this indebtedness, plus interest thereon and plus attorneys' fees to our counsel for their services occasioned by your default, and any other costs incurred, has not been received within ten (10) days from the mailing of this letter, we shall proceed with the taking of such other and further actions as we deem necessary to protect our interests and enforce payment of this indebtedness. In this connection, you are specifically advised that it is the intention of the lender, if the indebtedness is not paid in full within the time allowed by this letter, to commence the foreclosure of the deed of trust and security agreement which we hold as security for the payment of this indebtedness. Should you desire to challenge our right to foreclose, such challenge should be asserted at this time, it being the purpose and intent of this letter to give to you written notice of the purpose and intention of the holder of your note to foreclose the security and to further provide you with an opportunity to seek a hearing appropriate to the nature of the case, should you deem such necessary to the protection of your interests.

By way of information, and pursuant to the express authority contained in the deed of trust, we have arranged to take possession of the property in order that we may protect the security pending its sale.

Very truly yours,

B. M. GRANT COMPANY

By: J. Jefferson Edwards
J. Jefferson Edwards
Vice President

JJE:sla

cc: Earth Services of Nashville, Inc.
c/o Mr. James R. Geisenfeld
108 North Main Street
Englewood, Ohio 45322

Earth Services Organization, Inc.
1675 Virginia Avenue
P. O. Box 87477
Atlanta, Georgia 30337

Mr. Gilbert B. Dickey, Jr.
and wife, Eva H. Dickey
2411 N.E. 31st Court
Lighthouse Point, Florida 33064

Mr. James R. Geisenfeld
and wife, Beverly Geisenfeld
3306 Delbrook Drive
Dayton, Ohio 45406

Mr. Richard P. Browne
and wife, Leslee J. Browne
2733 N.E. 30th Street
Ft. Lauderdale, Florida 33306

Note: All above copies of this letter sent CERTIFIED MAIL - RETURN RECEIPT REQUESTED & AIR MAIL

cc: Mr. James I. Vance Berry
Boult, Cummings, Conners & Berry
Attorneys at Law
21st Floor - First American Center
Nashville, Tennessee 37238
(two copies)

**RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)**

No. 214148

SENT TO
Earth Services of Nashville, Inc.

POSTMARK OR DATE

STREET AND NO. Gem City Savings Building
The Eleventh Floor

P.O., STATE AND ZIP CODE Dayton, Ohio 45402
Attention: Mr. James R. Geisenfeld

APR 14 1975

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only
2. Shows to whom, date and where delivered ..... 15¢
With delivery to addressee only

DELIVER TO ADDRESSEE ONLY ..... 50¢

SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)

☆ GPO : 1972 O - 460-743

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

☐ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

**RECEIPT**

*Received the numbered article described below.*

REGISTERED NO.

CERTIFIED NO.
214148

INSURED NO.

DATE DELIVERED
4/10/75

SIGNATURE OR NAME OF ADDRESSEE (*Must always be filled in*)
James R. Geisenfeld

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Marilyn Chitwood

SHOW WHERE DELIVERED (*only if requested*)

o55—16—71548-11 347-198 GPO

**FORECLOSURE NOTICE**

Default having been made in the terms, conditions and payments provided for in a certain DEED OF TRUST AND SECURITY AGREEMENT dated May 16, 1973, executed by Earth Services of Nashville, Inc. to James I. Vance Berry, Trustee, of record in Book 4707, page 935, Register's Office for Davidson County, Tennessee, and amended by an instrument entitled "AMENDMENT TO NOTE, DEED OF TRUST AND SECURITY AGREEMENT", also executed by Earth Services of Nashville, Inc. to James I. Vance Berry, Trustee, of record in Book 4789, page 618, said Register's Office, and notice of default having been duly given to the said Earth Services of Nashville, Inc. by letter dated April 4, 1975, duly deposited in the United States Mails on said date, Certified Mail, Return Receipt Requested, wherein the debtor was advised of the intention of the secured party to foreclose the lien of said DEED OF TRUST AND SECURITY AGREEMENT If the conditions of default then existing were not cured within ten (10) days from the mailing of said notice, and further the debtor was advised of its right, should it desire to challenge the foreclosure, to seek a hearing appropriate to the nature of the case, and the default not having been cured within the time allowed, and no hearing having been sought, and the entire indebtedness having been declared due and payable at the option of the lawful owner and holder of said indebtedness as provided in said DEED OF TRUST AND SECURITY AGREEMENT, and in the Note evidencing such indebtedness, and demand having been made for payment in full of the entire outstanding balance of

346.5 feet to an iron pin; thence south 56° 46' west, a distance of 97.3 feet to an iron pin; thence south 53° 11' west, a distance of 145.5 feet to an iron pin; thence south 10° 28' west, a distance of 208.5 feet to an iron pin; thence south 0° 11' west, a distance of 193.8 feet to an iron pin; thence south 1° 22' east, a distance of 178.6 feet to an iron pin; thence south 3° 37' east, a distance of 149.4 feet to an iron pin; thence south 1° 42' east a distance of 254.6 feet to an iron pin; thence south 6° 06' west, a distance of 216.4 feet to an iron pin; thence south 7° 09' west, a distance of 102.7 feet to an iron pin; thence south 28° 39' west, to an iron pin at 174.3 feet a total distance of 627.1 feet to an iron pin in the center of a 150 foot Tennessee Valley Authority Transmission line easement; thence south 3° 19' west, a distance of 120.0 feet to a P. K. nail in rock; thence south 14° 34' east, a distance of 139.6 feet to a point; thence north 86° 47' west a distance of 455.1 feet to a point in the center of Mill Creek; thence with the center of Mill Creek south 17° 49' east, a distance of 261.4 feet to a point; thence south 1° 04' west, a distance of 327.0 feet to a point; thence leaving the center of Mill Creek north 86° 58' west, a distance of 1255.0 feet to a point in the easterly margin of Blue Hole Road; thence with the easterly margin of Blue Hole Road in a northerly direction with a 911.22 foot radius curve to the right a distance of 379.36 feet; thence with a 2044.84 feet radius curve to the left a distance of 453.85 feet to a point; thence north 16° 43' west, a distance of 450.6 feet to a point; thence with a 961.68 feet radius curve to the right a distance of 297.37 feet to a point; thence with a 438.53 feet radius curve to the right a distance of 112.77 feet to a

Hickory Court; Unit Number 2, Building Number 16, known as 2 Ash Court; Unit Number 3, Building Number 17, known as 3 Mimosa Court; and Unit Number 25, Building Number 18, known as 25 Sycamore Court; all as shown on the Plan of Mill Creek Club, Phase I, Section 1, as of record in Book 4860, page 11, Register's Office for Davidson County, Tennessee.

Said sale shall be subject to the following:

1. Any and all unpaid taxes.

2. All rights vested in others by virtue of the execution and recording of a Master Deed establishing a Horizontal Property Regime of Mill Creek Club, Phase I, dated February 7, 1975, and of record in Book 4887, page 961, Register's Office for Davidson County, Tennessee.

3. The following liens:

(i) Vendor's Lien reserved in a deed to McDowell Development Corporation dated September 2, 1972, of record in Book 4634, page 781, said Register's Office.

(ii) Vendor's Lien reserved in a deed of Albar Building Industry, dated October 2, 1972, of record in Book 4644, page 718.

(iii) Vendor's Lien reserved in a deed to Earth Services of Nashville, Inc. dated May 16, 1973, of record in Book 4707, page 931, and amended by amendment of record in Book 4793, page 478, said Register's Office.

Said liens constitute prior liens to the DEED OF TRUST AND SECURITY AGREEMENT to be foreclosed by this instrument with the exception of the following property, as to which said DEED OF TRUST AND SECURITY AGREEMENT purports to constitute a first lien:

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

EXHIBIT 2

said indebtedness, and such payment not having been made;

NOW, THEREFORE, I, James I. Vance Berry, Trustee, acting upon the demand of the lawful owner and holder of said indebtedness to foreclose said DEED OF TRUST AND SECURITY AGREEMENT, by virtue of the power and authority vested in me as such Trustee, will, on

**THURSDAY, MAY 15, 1975, AT 12:00 NOON**

at the front door of the Court House in Nashville, Davidson County, Tennessee, sell at public outcry to the highest bidder, for cash, free from the equity of redemption, dower, homestead, and all other exemptions of every kind, each of which is expressly waived in said DEED OF TRUST AND SECURITY AGREEMENT, the following described property in Davidson County, Tennessee:

A tract of land in the Fifth Civil District of Davidson County, Tennessee, described according to survey by Parrish-Ragan, Inc., dated August 16, 1972, as follows:

BEGINNING at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is south 77° 52' east, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road; thence with the southerly margin of Bell Road, south 77° 52' east, a distance of 275.5 feet to a state highway monument; thence with a 1460.33 feet radius curve to the left a distance of 494.15 feet to a point; thence leaving the southerly margin of Bell Road south 7° 04' east, a distance of point; thence with a 935.61 feet radius curve to the right a distance of 289.85 feet to a point; thence north 33° 29' east, a distance of 46.7 feet to a point; thence leaving the easterly margin of Blue Hole Road north 46° 54' east, a distance of 341.8 feet to a point in the center of Mill Creek; thence with the center of Mill Creek north 37° 46' east, a distance of 257.4 feet to a point; thence north 50° 17' east, a distance of 202.6 feet to a point; thence north 51° 56' east, a distance of 309.6 feet to a point; thence north 61° 15' east, a distance of 423.5 feet to a point; thence north 69° 57' east, a distance of 232.0 feet to a point; thence north 42° 34' east, a distance of 222.7 feet to the point of beginning, and containing 125.6 acres, more or less.

BEING property conveyed to Albar Building Industries, by deed from McDowell Development Corporation, of record in Book 4644, page 718, Register's Office for Davidson County, Tennessee, and by Deed from Albar Building Industry to Earth Services of Nashville, Inc. of Record Book 4707, Page 931, said Register's Office;

TOGETHER with all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

INCLUDED within the foregoing but expressly excluded therefrom are the following:

Unit Number 2-A, Building Number 8, known as 2 Sycamore Court; Unit Number 14, Building Number 10, known as 14 Sycamore Court; Units Numbers 9 and 11, Building Number 11, known as 9 and 11 Hickory Court, respectively; Unit Number 3, Building Number 15, known as 3 opposite and perpendicular to a point in the centerline of Bell Road that is South 77 degrees 52 minutes East, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road, thence: With the southerly margin of Bell Road South 77 degrees 52 minutes East, a distance of 275.5 feet to a state highway monument, thence; with a 1460.33 radius curve to the left a distance of 494.15 feet to a point, thence; leaving the southerly margin of Bell Road South 07 degrees 04 minutes East, a distance of 346.5 feet to an iron pin, thence; South 53 degrees 11 minutes West, a distance of 145.5 feet to an iron pin, thence; South 10 degrees 28 minutes West, a distance of 208.5 feet to an iron pin, thence; South 00 degrees 11 minutes West, a distance of 193.8 feet to an iron pin, thence; South 01 degrees 22 minutes East, a distance of 120.00 feet to the place of beginning of this land release parcel, thence:

1.) South 01 degrees 22 minutes 00 seconds East, a distance of 58.60 feet to a point, thence;

2.) South 03 degrees 37 minutes 00 seconds East, a distance of 149.4 feet to a point, thence;

3.) South 01 degrees 42 minutes 00 seconds East, a distance of 254.6 feet to a point, thence;

4.) South 06 degrees 06 minutes 00 seconds West, a distance of 216.4 feet to a point, thence;

5.) South 07 degrees 09 minutes 00 seconds West, a distance of 102.7 feet to a point, thence;

6.) South 28 degrees 39 minutes 00 seconds West, a distance of 70.00 feet to a point, thence;

7.) North 70 degrees 19 minutes 59 seconds West, a distance of 309.61 feet to a point, thence;

8.) North 88 degrees 21 minutes 00 seconds West, a distance of

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210.00 feet to a point, thence;

9.) North 13 degrees 39 minutes 00 seconds West, a distance of 380.00 feet to a point, thence;

10.) North 89 degrees 39 minutes 00 seconds West, a distance of 138.28 feet to a point, thence;

11.) With a 225.00 foot radius curve to the right a distance of 235.62 feet to a point, thence;

12.) North 29 degrees 39 minutes 00 seconds West, a distance of 312.94 feet to a point, thence;

13.) North 12 degrees 09 minutes 00 seconds West, a distance of 66.03 feet to a point, thence;

14.) North 77 degrees 51 minutes 00 seconds East, a distance of 366.75 feet to a point, thence;

15.) North 44 degrees 51 minutes 00 seconds East, a distance of 550.00 feet to a point, thence;

16.) North 87 degrees 30 minutes 00 seconds East, a distance of 155.00 feet to a point, thence;

17.) South 88 degrees 21 minutes 28 seconds East, a distance of 80.96 feet to a point, thence;

18.) South 10 degrees 28 minutes 00 seconds West, a distance of 206.10 feet to a point, thence;

19.) South 22 degrees 41 minutes 52 seconds West, a distance of 180.00 feet to a point, thence;

20.) South 54 degrees 17 minutes 31 seconds East, a distance of 330.00 feet to the point beginning and containing 21 acres more or less.

Parcel 2:

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road, that is South 77 degrees 52 minutes East, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road, thence; with the southerly margin of Bell Road, South 77 degrees 52 minutes East, a distance of 275.5 feet to a state highway monument, thence; with a 1460.33 radius curve to the left a distance of 70.00 feet to the place of beginning of the access road easement, thence:

1.) With a 1460.33 radius curve to the left a distance of 80.01 feet to a point, thence;

2.) Leaving the southerly margin of Bell Road South 07 degrees 49 minutes 03 seconds West, a distance of 245.28 feet to a point, thence;

3.) South 07 degrees 10 minutes 57 seconds East, a distance of 197.28 feet, to a point, thence;

4.) North 88 degrees 21 minutes 28 seconds West, a distance of 80.96 feet, to a point, thence;

5.) North 07 degrees 10 minutes 57 seconds West, a distance of 195.39 feet, to a point, thence;

6.) North 07 degrees 49 minutes 03 seconds East, a distance of 255.81 feet, to the point of beginning and containing 0.82 acres.

TOGETHER WITH all articles of personal property and all materials delivered to said premises for incorporation or use in any construction thereon.

4. Easement and right-of-way for electric power transmission purposes vested in the United States of America by Decree in the cause of United States of America v. Ben A. Shelton of record in Book 2876, page 107, said Register's Office.

5. Any other restrictive covenants, easements or setback lines which may be applicable to said property.

JAMES I. VANCE BERRY,
Trustee

Ins. Dates: April 22, 29, & May 6, 1975
Ad. No. 959

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LAW OFFICES

# BOULT, CUMMINGS, CONNERS & BERRY

WILLIAM HUME (1888-1950)
LAURENCE B. HOWARD (1900-1959)
LINDSEY M. DAVIS (1902-1960)
EDWIN F. HUNT (RETIRED)

REBER BOULT
JOSEPH G. CUMMINGS
JOHN T. CONNERS, JR.
JAMES I. VANCE BERRY
DAVID J. WHITE
ROBERT PAIGE THOMAS
DAVIS M. CARR
THOMAS S. NELMS III
M. TAYLOR HARRIS, JR.
J. GREER CUMMINGS, JR.
STEVE P. HATTEN

BOOK 4915 PAGE 932

21ST FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
TELEPHONE (615) 244-2582

May 10, 1975

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Earth Services of Nashville, Inc.
Gem City Savings Building
The Eleventh Floor
Dayton, Ohio 45402

ATTENTION: Mr. James R. Geisenfeld

Re: Land Acquisition, Development and Construction Loan - B. M. Grant Company to Earth Services of Nashville, Inc., Dated May 16, 1973. Original Maximum Amount, $6,500,000. Amended February 13, 1974, to $7,200,000.

Gentlemen:

This will supplement the letter to you of B. M. Grant Company dated April 4, 1975, giving notice to you of the defaults which exist in the above described loan and advising you of the intention of B. M. Grant Company to cause its security to be foreclosed if the conditions of default be not cured within the time prescribed in that notice.

This letter is to advise you that I, as Trustee under the Deed of Trust and Security Agreement given by you as security for the above described indebtedness, have been advised by the lawful owner and holder of the indebtedness that the conditions of default described in the April 4 letter have not been cured. Further, I have been instructed to advertise the property for sale at foreclosure and to proceed to foreclose the security. In keeping with these instructions, I have advertised the property for sale at foreclosure and will conduct a public sale of the security on Thursday, May 15, 1975, at the front door of the Courthouse in Nashville, Davidson County, Tennessee, at 12:00 noon.

EXHIBIT 3

BOOK 4915 PAGE 933

A photocopy of the advertisement of sale is enclosed for your information. You are invited to be present and to bid at the sale should you so desire.

Very truly yours,

James I. Vance Berry, Trustee

JIVB:sd

enclosure

cc: Earth Services of Nashville, Inc.
c/o Mr. James R. Geisenfeld
108 North Main Street
Englewood, Ohio 45322

Earth Services Organization, Inc.
1675 Virginia Avenue
P.O. Box 87477
Atlanta, Georgia 30337

Mr. Gilbert B. Dickey, Jr.
and wife, Eva H. Dickey
2411 N.E. 31st Court
Lighthouse Point, Florida 33064

Mr. James R. Geisenfeld
and wife, Beverly Geisenfeld
3306 Delbrook Drive
Dayton, Ohio 45406

Mr. Richard P. Browne
and wife, Leslee J. Browne
2733 N.E. 30th Street
Ft. Lauderdale, Florida 33306

Note: All above copies of this letter sent CERTIFIED MAIL - RETURN RECEIPT REQUESTED & AIR MAIL

BOOK 4915 PAGE 934

No. 995692

**RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)**

| | |
|---|---|
| SENT TO<br>Earth Services of Nashville, Inc. | POSTMARK OR DATE |
| STREET AND NO.<br>City Savings Building<br>The Eleventh Floor | Air M. |
| P.O., STATE AND ZIP CODE<br>Dayton, Ohio 45402 | 5/10/75 |

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — *(See other side)*

☆ GPO : 1972 O - 460-743

*SENDER: Be sure to follow instructions on other side*

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
*(Additional charges required for these services)*

☐ Show to whom, date and address where delivered ☐ Deliver ONLY to addressee

**RECEIPT**
*Received the numbered article described below*

REGISTERED NO.

CERTIFIED NO.
995692

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*
Earth Services of Nashville, Inc.
X By James R Goodenough
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
5-15-75

SHOW WHERE DELIVERED *(Only if requested, and include ZIP Code)*