This Instrument Prepared By:
Richard D. Bird
Attorney at Law
500 Court Square Building
Nashville, Tennessee 37201

Address for tax notices:
Richard D. Bird, Trustee
500 Court Square Building
Nashville, Tennessee 37201

BOOK 5033 PAGE 190

RESIGNATION OF TRUSTEE
AND
APPOINTMENT OF SUCCESSOR TRUSTEE

THAT WHEREAS, James I. Vance Berry was named Trustee to take title to certain real estate in Davidson County, Tennessee, pursuant to a Land Trust Agreement, dated March 1, 1974, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the said James I. Vance Berry did take title to said real estate by warranty deed of record in Book 4793, Page 189, Register's Office for Davidson County, Tennessee, a copy of which deed, containing the property description, is attached hereto as Exhibit B; and JUN-8?? MISC B* 28.00 * 28.00

NOW THEREFORE, the said James I. Vance Berry does hereby submit his resignation as Trustee, effective immediately, and conveys and transfers to the Successor Trustee hereinafter named all interest he has in the remaining property held under the trust, a description of which is attached hereto as Exhibit C. The undersigned, Fred R. Webber, Wade M. Craig, Jr. and Edd T. Lancaster, being all of the beneficial owners of said property, do hereby accept the resignation of James I. Vance Berry as Trustee, and acting under the power granted to them by the said Land Trust Agreement do hereby appoint Richard D. Bird as Trustee to have and hold the said real property with full power to mortgage, sell, transfer and convey, without joinder of any beneficiary, and with all of the rights, powers and privileges granted to the original Trustee in said Land Trust Agreement.

Richard D. Bird hereby joins in and executes this Agreement for the purpose of acknowledging his agreement to serve as such Trustee.

Creason Clayton, one of the beneficial owners under the original Land Trust Agreement, has transferred and assigned his entire beneficial interest to Edd T. Lancaster, which transfer and assignment was duly approved by the other beneficial owners, Fred R. Webber and Wade M. Craig, Jr., and the notice of the transfer of such interest was duly lodged with the Trustee by an instrument in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Nashville, Tennessee, on this the 8 day of June, 1976.

BENEFICIAL OWNERS

James I. Vance Berry, Trustee

Fred R. Webber

Wade M. Craig, Jr.

Richard D. Bird, Trustee

Edd T. Lancaster

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Gail K. Parsons, a Notary Public in and for said County and State, the within named James I. Vance Berry, 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 8 day of June, 1976.

Notary Public

My commission expires: 2/23/80

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Virginia M. Griffin, a Notary Public in and for said County and State, the within named Fred R. Webber, 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 8th day of June, 1976.

Notary Public

My commission expires: 4-27-77

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Virginia M. Griffin, a Notary Public in and for said County and State, the within named Wade M. Craig, Jr., 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 8th day of June, 1976.

Virginia M. Griffin
Notary Public

My commission expires: 4-27-77

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Virginia M. Griffin, a Notary Public in and for said County and State, the within named Edd T. Lancaster, 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 8th day of June, 1976.

Virginia M. Griffin
Notary Public

My commission expires: 4-27-77

D52797

FILED FOR IDENTIF. REFERENCE
JUN 8 4 35 PM '76
REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Virginia M. Griffin, a Notary Public in and for said County and State, the within named Richard D. Bird, 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 8th day of June, 1976.

Virginia M. Griffin
Notary Public

My commission expires: 4-27-77

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

BOOK 5033 PAGE 193 BOOK 4836 PAGE 699

LAND TRUST AGREEMENT

THIS TRUST AGREEMENT dated March 1, , 1974, between FRED R. WEBBER, WADE M. CRAIG, JR., and CREASON CLAYTON

, (The Venturers), and JAMES I. VANCE BERRY, TRUSTEE, (The Trustee);

JUL23F MISC A* 14.00 * 14.00

W I T N E S S E T H :

WHEREAS, the Trustee will take title to certain real estate in Davidson County, Tennessee, (the Property), the same being described in Exhibit A hereto; and

WHEREAS, the Venturers are the beneficial owners of said Property in the following proportions:

FRED R. WEBBER	42-1/2%
WADE M. CRAIG, JR.	42-1/2%
CREASON CLAYTON	15%

and

WHEREAS, it is agreed that the parties should enter into a Land Trust Agreement defining their respective rights, duties, and obligations;

NOW, THEREFORE, the parties do hereby agree:

1. The Trustee shall hold legal title to the Property for the account of the Venturers, who shall at all times retain the full beneficial interest therein. As such legal title holder, the Trustee shall execute deeds of conveyance of the Property, leases respecting the same, or any part thereof, mortgages or deeds of trust encumbering the premises, or portions of the same, plans for the development of the Property, contracts for the construction

EXHIBIT A

of improvements thereon, and all such other documents as may from time to time be deemed necessary or appropriate in connection with the ownership, management and development of the Property. The Trustee's signature to any instrument respecting the Property shall be conclusive evidence of his authority to execute the same, and no party dealing with the Trustee shall be required to see to the application of the proceeds of any such transaction.

2. The Trustee shall act in accordance with the directions of a majority in interest of the Venturers, and he shall incur no obligation or responsibility to any Venturer for actions taken in good faith by him in reliance upon the directions of a majority in interest of the beneficial owners of the Property. The Trustee may, but shall not be required to, call for written authorization of the Venturers before taking any action contemplated by this Land Trust Agreement.

3. The Venturers, in their own right, as beneficial owners of the Property, shall have the management of said Property and the full control of sale, leasing and operation thereof. The Trustee accordingly shall have no duty in respect to such management and control, or to the collection or application of any rents, earnings, or proceeds, or to the payment of taxes, assessments, or other expenses of any kind. No Venturer shall have any authority to contract for, or in the name of the Trustee, or to bind the Trustee personally.

4. The Venturers shall indemnify and hold harmless the Trustee from all loss, liability, and exposure by reason of claims of third parties for injuries to persons or property sustained upon the Property or in connection with any use of the same or activity thereon of the Venturers. Further, the Venturers will cause the Trustee to be specifically named as a co-insured in all policies of comprehensive public liability insurance which may be carried by them upon the Property.

5. The beneficial interest in said Property shall constitute personal property and shall be assignable as such by the Venturers, subject to such limitations as may from time to time be agreed upon between them in their Agreement of Joint Venture or other association. No assignment of any beneficial interest hereunder shall be binding upon the Trustee, however, until an executed counterpart of the same is actually lodged with the Trustee.

6. The Trustee may, at any time, resign by sending written notice by certified mail of his intention so to do to each of the beneficiaries hereunder at the last known address of such beneficiaries. Such resignation shall become effective ten (10) days after the mailing of such notices. In the event of resignation, a successor Trustee shall be appointed by the Venturers, and the Trustee shall convey the property to such successor. Should no successor be named within the ten (10) day period aforesaid, the Trustee may convey the Property to the Venturers in accordance with their respective interests hereunder. In like manner, the Trustee may be removed at any time by a majority in interest of the Venturers by notice in writing duly given him and, in such event, he shall convey the trust Property to such successor Trustee as may be designated by the Venturers, provided, again that if no successor be designated within ten (10) days of notice of removal, the Trustee may convey the property to the Venturers in proportion to their respective interests.

7. This trust agreement shall continue for a term of six (6) years from the date hereof, and upon the expiration of the same, the Trustee shall convey the Trust Property to the then Venturers in proportion to their respective interests.

IN WITNESS WHEREOF the parties hereto have caused this Land Trust Agreement to be executed on the day and date first above written.

Fred R. Webber

Wade M. Craig, Jr.

Creason Clayton

James I. Vance Berry, Trustee

BOOK 5033 PAGE 197

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Imogene P. Etter, a Notary Public in and for said County and State, the within named Fred R. Webber, 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 1st day of March, 1974.

Imogene P. Etter
Notary Public

My commission expires: Jan. 24, 1978

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Edwin E. Wallis Jr., a Notary Public in and for said County and State, the within named Wade M. Craig, Jr., 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 1st day of March, 1974.

Edwin E. Wallis
Notary Public

My commission expires: 2-27-76

BOOK 4836 PAGE 704

BOOK 5033 PAGE 198

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Margaret Gilliam, a Notary Public in and for said County and State, the within named Creason Clayton, 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 1st day of March, 1974.

Margaret Gilliam
Notary Public

My commission expires: 1-16-74

MARGARET GILLIAM NOTARY PUBLIC DAVIDSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Imogene P. Etter, 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 1st day of March, 1974.

Imogene P. Etter
Notary Public

My commission expires: Jan. 17, 1978

NOTARY PUBLIC AT LARGE STATE OF TENN.

C 6 4 3 2 4

IDENTIF. REFERENCE

JUL 23 9 48 AM '74

FELIX Z. HILSMAN REGISTER DAVIDSON COUNTY, TENN.

DESCRIPTION:

Tracts or parcels of land situate in the Seventh Civil District of Davidson County, Tennessee, (formerly the 11th Civil District) described as follows:

TRACT 1: Being a part of Lot No. 1 in the Division of the Henry Compton Estate, record in Plan Book 2, page 58 of the Chancery Court.

BEGINNING at a stake near a gate in the center of a 30 foot Avenue, known as Compton Road, said stake being 151 feet south of the common corner of Lots Nos. 2 and 3 owned by Billington and Wallace; running thence North 87 1/2° West 1398 feet to a stake in the east line of the Royal Oaks Land Company's Property; thence with said line North 24° 40' East 296 feet to a stake; thence North 44° 30' East 227 feet to D. F. Kenner's southeast corner; thence with Kenner's line, North 19° 10' East 90 feet; thence North 7° 15' East 40 feet; thence North 18° 50' East 170 feet; thence North 10° East 200 feet; thence North 28° East 420 feet; thence North 24° East 222 feet; thence North 28° West 185 feet to a stake in Kenner's East line, which is 85 feet southeast of a double hackberry corner tree in said Kenner's line; thence South 87 1/2° East 855 feet to the center of the Compton Road, said point being 1035 1/2 feet south of the original northeast corner of said original Lot No. 1; thence with the center of Compton Road, South 2 1/2° west 1680 feet to the beginning, and containing 40 acres, more or less.

TRACT 2: Being a part of Lot No. 1 on the Plan of the Subdivision of The John H. Williams Land, as of record in Book 161, page 50, Register's Office for said County, and including the rear part of Lots Nos. 151 to 155, inclusive, and all of Lots Nos. 156 to 163, inclusive, on the Plan of the Kenner-Manor Land Company's Second Subdivison of the Kenner Tract, as of record in Book 421, page 100, said Register's Office, described as follows:

BEGINNING on the south westerly margin of Woodmont Avenue, at the corner of said Lots Nos. 155 and 156; thence with the margin of said Avenue, South 40 1/2° East 800 feet to the beginning of a curve; thence with said curve in a southeasterly direction 195 feet; thence leaving said Avenue, South 4 1/2° West passing Abbott Old Northwest corner at 10 feet, in all 617 feet to an old stone; thence South 31 1/2° East 429 feet to a double hackberry; thence South 28° East 270 feet; thence South 24° West 222 feet; thence South 28° 10' West 420 feet; thence South 10° West 200 feet; thence South 18° 50' West 170 feet; thence South 7° 15' West 40 feet; thence South 19° 10' West 90 feet to a corner of the Royal Oak Company's Land; thence with its north line west 786 feet; thence North 5° 18' East 1712 feet; thence North 87° West 562 feet to a stone corner of the Old Schute Tract; thence North 2° 40' East 600 feet; thence North 5° 50' West 143 feet to a Cherry tree; thence North 2° East 358 feet; thence North 33° 40' west 244 feet to the northwest corner of said lot No. 151; thence with a line of said Lots North 49 3/4° East 337 feet; thence South 40 1/2° East 500 feet to the north line of said Lot No. 156; thence with said line North 49 3/4° East 200 feet to the beginning, containing 68.333 acres, be the same, more or less.

INCLUDED in the above description, but EXPRESSLY EXCLUDED therefrom are two tracts of land heretofore conveyed by Woodmont Country Club, the first being a conveyance to Winnie Manning Webber, et al, of record in Book 986, page 347 and the other to Al Feldman of record in Book 1142, page 20, both in the Register's Office for Davidson County, Tennessee, reference to which said conveyances is here made for the description of said excluded tracts.

EXHIBIT A

BOOK 4793 PAGE 189 BOOK 5033 PAGE 200 ... 21st - FLOOR FIRST AMERICAN CENTER ... TENNESSEE 37238

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James I. Vance Berry, Trustee	Same	
21st Floor (NAME:)	(NAME:)	116-7
First American Center (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37238 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	113 116-8

For and in Consideration of the sum of Ten and no/100---------- 5 Pat

---------- *DOLLARS*

and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Woodmont Country Club, a not-for-profit corporation organized and existing under the laws of the State of Tennessee,

MAR-4?? CONV * 2,300.000 00
MAR-4?? S'TAX A*5,980.00
MAR-4?? PR'FEE A* .50
MAR-4?? W'DEED A* 6.00 * 5,986.50

.....has *bargained and sold, and by these presents do/transfer and convey unto*

James I. Vance Berry, Trustee, with full power to mortgage, sell, transfer and convey, without joinder of any beneficiary, his successors in trust and assigns, certain property in Davidson County, Tennessee, as set forth and described in Exhibit A which is attached hereto and incorporated herein by reference.

This conveyance of said property is made expressly subject to the following:

1. City of Belle Meade, Metropolitan and State taxes for the year 1974 which have been prorated.

2. Sewer easement to the City of Nashville, dated April 30, 1962, of record in Book 3400, page 63, said Register's Office.

3. Agreements for dedication of easements for sanitary sewers and/or storm drainage, dated February 25, 1966 and October 4, 1965, of record in Book 4005, page 367, and Book 3958, page 122 respectively, said Register's Office.

4. Rights, privileges and duties respecting water rights and a permanent easement for a water main contained in the deed from D. F. Kenner, et ux, to Clarence Bernstein, et al, of record in Book 613, page 713, and in the deed from Clarence Bernstein et al to Standard Club, of record in Book 660, page 34, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is 2,300,000.00

Affiant

Subscribed and sworn to before me, this the 4th day of March, 1974.

Notary Public

My commission expires: 4/29/77 (Affix Seal)

EXHIBIT B

BOOK 4793 PAGE 190

BOOK 5033 PAGE 201

This is unimproved ( ) improved (X) property, known as Woodmont Country Club, Woodmont Boulevard, Nashville, Tn.
(House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his successors in trust and assigns, forever.

And Grantor *do/es covenant with the said* Grantee *that* it is *lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered,* except as hereinbefore set forth.

And Grantor *do/es further covenant and bind* itself, its successors and assigns, *to warrant and forever defend the title to the said land to the said* Grantee, his successors in trust *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 28th *day of* February, *19* 74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

WOODMONT COUNTRY CLUB

By E. T. Goldstein, Pres.

IDENTIF. REFERENCE
MAR 4 4 44 PM '74
FELIX A. DAVIDSON COUNTY, TENN.

44186

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Harris Gilbert, *a Notary Public of the State and County aforesaid, personally appeared* E. T. Goldstein, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Woodmont Country Club, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 1st *day of* March, *19* 74.

Harris A. Gilbert
Notary Public

Commission Expires 11/24/74

HARRIS A. GILBERT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

DESCRIPTION:

Tracts or parcels of land situate in the Seventh Civil District of Davidson County, Tennessee, (formerly the 11th Civil District) described as follows:

TRACT 1: Being a part of Lot No. 1 in the Division of the Henry Compton Estate, recor in Plan Book 2, page 58 of the Chancery Court.

BEGINNING at a stake near a gate in the center of a 30 foot Avenue, known as Compton Road, said stake being 151 feet south of the common corner of Lots Nos. 2 and 3 owned by Billington and Wallace; running thence North 87 1/2° West 1398 feet to a stake in the east line of the Royal Oaks Land Company's Property; thence with said line North 24° 40' East 296 feet to a stake; thence North 44° 30' East 227 feet to D. F. Kenner's southeast corner; thence with Kenner's line, North 19° 10' East 90 feet; thence North 7° 15' East 40 feet; thence North 18° 50' East 170 feet: thence North 10° East 200 feet; thence North 28° East 420 feet; thence North 24° East 222 feet; thence North 28° West 185 feet to a stake in Kenner's East line, which is 85 feet southeast of a double hackberry corner tree in said Kenner's line; thence South 87 1/2° East 855 feet to the center of the Compton Road, said point being 1035 1/2 feet south of the original northeast corner of said original Lot No. 1; thence with the center of Compton Road, South 2 1/2° west 1680 feet to the beginning, and containing 40 acres, more or less.

TRACT 2: Being a part of Lot No. 1 on the Plan of the Subdivision of The John H. Williams Land, as of record in Book 161, page 50, Register's Office for said County, and including the rear part of Lots Nos. 151 to 155, inclusive, and all of Lots Nos. 156 to 163, inclusive, on the Plan of the Kenner-Manor Land Company's Second Subdivison of the Kenner Tract, as of record in Book 421, page 100, said Register's Office, described as follows:

BEGINNING on the south westerly margin of Woodmont Avenue, at the corner of said Lots Nos. 155 and 156; thence with the margin of said Avenue, South 40 1/2° East 800 feet to the beginning of a curve; thence with said curve in a southeasterly direction 195 feet; thence leaving said Avenue, South 4 1/2° West passing Abbott Old Northwest corner at 10 feet, in all 617 feet to an old stone; thence South 31 1/2° East 429 feet to a double hackberry; thence South 28° East 270 feet; thence South 24° West 222 feet; thence South 28° 10' West 420 feet; thence South 10° West 200 feet: thence South 18° 50' West 170 feet; thence South 7° 15' West 40 feet; thence South 19° 10' West 90 feet to a corner of the Royal Oak Company's Land; thence with its north line west 786 feet; thence North 5° 18' East 1712 feet; thence North 87° West 562 feet to a stone corner of the Old Schute Tract; thence North 2° 40' East 600 feet; thence North 5° 50' West 143 feet to a Cherry tree; thence North 2° East 358 feet; thence North 33° 40' west 244 feet to the northwest corner of said lot No. 151; thence with a line of said Lots North 49 3/4° East 337 feet: thence South 40 1/2° East 500 feet to the north line of said Lot No. 156; thence with said line North 49 3/4° East 200 feet to the beginning, containing 68.333 acres, be the same, more or less.

INCLUDED in the above description, but EXPRESSLY EXCLUDED therefrom are two tracts of land heretofore conveyed by Woodmont Country Club, the first being a conveyance to Winnie Manning Webber, et al, of record in Book 986, page 347 and the other to Al Feldman of record in Book 1142, page 20, both in the Register's Office for Davidson County, Tennessee, reference to which said conveyances is here made for the description of said excluded tracts.

BEING property conveyed to Woodmont Country Club (formerly Standard Club) by deed from Clarence Bernstein, et al, Trustees, of record in Book 660, page 34, the Corporate name of Standard Club having been changed to Woodmont Country Club, by amendment to its' charter, of record in Book 557, page 207, Register's Office for Davidson County, Tennessee.

EXHIBIT A

EXHIBIT C

Land lying in the 34th Councilmanic District of Davidson County, Tennessee, and being a portion of Parcel 5, Sheet 116-8 and Parcel 113, Sheet 116-7, as shown on the Davidson County Property Map dated June 19, 1961, and being further described as follows:

Beginning at a point, said point lying on the westerly right-of-way line of Auburn Lane and being the northeasterly corner of Woodmont Lane Homesites Subdivision, thence along the northerly property line of Woodmont Lane Homesites Subdivision N 57 degrees 57' 18" W, 678.79 feet to a point, said point being the northwesterly corner of the Woodmont Lane Homesites Subdivision; thence along Woodmont Lane Homesites Subdivision's westerly line S 08 degrees 44' 28" W, 679.75 feet to a point and corner of the Royal Oaks Subdivision, thence along the property line of the Royal Oaks Subdivision N 89 degrees 56' 26" W, 401.36 feet to a point, said point being further described as lying in the easterly line of the Walnut Grove Subdivision and being the northwesterly corner of the Royal Oaks Subdivision; thence along the easterly line of the Walnut Grove Subdivision N 05 degrees 13' 32" E, 1,716.21 feet to a point and northeast corner of the Walnut Grove Subdivision; thence along the northerly line of Walnut Grove Subdivision N 86 degrees 44' 29" W, 558.36 feet to a point, said point lying on the northerly right-of-way line of Second Street, thence along the easterly property line of, the Royal Oaks Subdivision the following courses and distances, N 03 degrees 00' 30" E, 596.70 feet and N 05 degrees 36' 30" W, 144.00 feet; thence along Suzie B. Rodgers' easterly property line N 02 degrees 23' 51" E, 149.00 feet to a point; thence S 87 degrees 36' 09" E, 110.97 feet to a point, in Sugartree Creek, said point being on the Sugartree, Phase II line; thence along the centerline of Sugartree Creek the following courses and distances; S 13 degrees 29' 00" E, 52.78 feet; S 39 degrees 12' 00" E, 180.00 feet; S 50 degrees 20' 00" E, 270.00 feet; S 13 degrees 26' 00" E, 123.00 feet; S 32 degrees 28' 00" E, 100.00 feet; S 48 degrees 48' 00" E, 325.00 feet; S 57 degrees 57' 00" E, 240.00 feet; S 74 degrees 32' 00" E, 254.00 feet; thence along Woodmont Lane Homesites Subdivision property line S 31 degrees 27' 04" E, 427.08 feet to a point; thence S 35 degrees 27' 41" E, 85.23 feet to a point; thence N 84 degrees 53' 14" E, 18.30 feet to a point; thence S 02 degrees 15' 20" E, 183.87 feet to a point; thence N 67 degrees 25' 22" W, 51.17 feet to a point; said point being on the westerly right-of-way line of Auburn Lane; thence along said right-of-way the following courses and distances; along a curve to the left of radius 502.46 feet, a distance of 212.87 feet; S 01 degrees 41' 46" E, 339.30 feet; along a curve to the right of radius 138.92 feet, a distance of 122.05 feet; along a curve to the left of radius 116.01 feet, a distance of 56.37 feet to the point of beginning containing 42.04 acres.

Being part of the property conveyed to Vance Berry, Trustee, by deed of record in Book 4793, page 189, Register's Office for Davidson County, Tennessee, and now vested in Richard Bird, successor Trustee.

Included in the above description, but expressly deleted therefrom is the following described property:

Land in Davidson County, Tennessee, being part of Lot No. 12 of Block "B" on the Map of Woodmont Lane Homesites, as of record in Book 1130, page 13, Register's Office for said County, and more particularly described as follows

BEGINNING at a point, said point being located on the west right-of-way of Auburn Lane, 278.4 feet, more or less from Woodmont Lane; thence with said right-of-way line along a curve to the left of radius 502.46 feet, a distance of 212.87 feet to a concrete monument; thence with Woodmont Country Club's east line, N 02 degrees 15' 20" W, a distance of 227.60 feet to a point on said line; thence S 67 degrees 25' 22" E, a distance of 51.17 feet to the point of beginning, containing 0.08 acres, more or less.

Being the same property conveyed to Richard Bird, Trustee, by deed from Sugartree Properties, Inc., of record in Book 5033, page 186, Register's Office for Davidson County, Tennessee.

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