This instrument prepared by Ervin M. Entrekin, Attorney, 26th Floor, First American Center, Nashville, Tennessee 37238

Map - To be assigned

DEED EVIDENCING EXCHANGE OF PROPERTY
AND AMENDMENT TO DEED OF TRUST

BOOK 5653 PAGE 3

ERVIN M. ENTREKIN, TRUSTEE, with full power, holds legal title to the properties described on Exhibit "A" attached hereto. The property is part of the same real property conveyed to Ervin M. Entrekin, Trustee by deed of Ervin M. Entrekin and Walter G. Knestrick of record in Book 5519, page 804, Register's Office for Davidson County, Tennessee.

WNW PROPERTIES, INC. is the owner of the property described in Exhibit "B" attached hereto. A portion of said property was conveyed to WNW Properties, Inc. by deed of Ervin M. Entrekin and Walter G. Knestrick, of record in Book 5353, page 987, Register's Office for Davidson County, Tennessee, and the remainder was conveyed to WNW Properties, Inc. by deed of Commerce Union Bank of record in Book 5244, page 342, said Register's Office.

The property described on Exhibit "B" is subject to a lien to secure the repayment of a promissory note to Commerce Union Bank and said lien is evidenced by a Deed of Trust of Record in Book 5244, page 352, said Register's Office.

It is the desire of the parties to this instrument that the property described on Exhibit "A" be exchanged for the property described on Exhibit "B" with the agreement and understanding that the property described on Exhibit "A" will be substituted for the property described on Exhibit "B" and therefore subject to the lien of record in Book 5244, page 352, Register's Office for Davidson County, Tennessee, the said Commerce Union Bank hereby releasing its lien of recored in said Book 5244, page 352, as to the property described in Exhibit "B".

NOW, THEREFORE WITNESSETH:

For a good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknoweldged by each of the parties, it is agreed and understood as follows:

1. Deed Evidencing Exchange of Property.

Ervin M. Entrekin, Trustee with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary, has bargained and sold, and by these presents does transfer and convey unto WNW Properties, Inc., its successors and assigns two (2) tracts of land in Davidson County, Tennessee described on Exhibit "A" attached hereto.

Being part of the same real property conveyed to the said Ervin M. Entrekin, Trustee by Quitclaim Deed of Ervin M. Entrekin and Walter G. Knestrick of record in Book 5519, page 804, said Register's Office.

This is unimproved property in Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tracts, with the appurtenances, estate, title and interest thereto belonging to the said WNW Properties Inc., its successors and assigns forever.

AND I do covenant with the said WNW Properties, Inc. that I am lawfully seized and possessed of said land in fee simple; have a good right to convey it and the same is unenumbered except for 1980 taxes which I agree to pay.

AND I do further covenant and bind myself, my successors and assigns to warrant and forever defend the title to the said land to the said WNW Properties, Inc., it successors and assigns against the lawful claims of all persons whomsoever.

WNW PROPERTIES, INC. acting by and through its duly authorized officer has bargained and sold and by these presents does transfer and convey unto the said Ervin M. Entrekin, Trustee with full power to mortgage, sell, lease, restrict, transfer and convey without the joinder of any beneficiary, his successors and assigns, a tract of land in Davidson County, Tennessee described on Exhibit "B" attached hereto.

Being a part of the same real property conveyed to WNW Properties, Inc. by deed of Walter G. Knestrick and Ervin M. Entrekin, as to a portion of record in Book 5353, page 987, Register's Office for Davidson County, Tennessee and by deed of Commerce Union Bank of record in Book 5244, page 342, said Register's Office as to the remainder.

This is unimproved property in Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the said Ervin M. Entrekin, Trustee, his successors and assigns forever.

AND WNW Properties, Inc. does covenant with the said Ervin M. Entrekin, Trustee 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 for 1980 taxes which WNW Properties, Inc. agrees to pay and except for the claims of others to the right-of-way of Old Paragon Mills Road included in the property.

The parties agree to join together and make every reasonable effort to obtain free and unencumbered title to the portion of Old Paragon Mills Road included within the property conveyed by WNW Properties, Inc. to Ervin M. Entrekin, Trustee. If they have not been successful on or before September 30, 1981, the parties agree to reduce the amount of property being exchanged in the case of Ervin M. Entrekin, Trustee to Tract II of Exhibit "A" containing 1.183 acres and in the case of WNW Properties, Inc. to reduce the property being exchanged to an equivalent 1.183 acres which the parties agree shall be determined by a new boundary survey to be prepared by A & A Engineers, Inc. and shall consist of that portion of the property described in Exhibit "B" herein contiguous to the property presently owned by Entrekin, Trustee and extending same southerly to create a lot line perpendicular to the proposed extension of Luna Drive. If the parties are unable to obtain free and unencumbered title to Old Paragon Mills Road, they shall during the first ten (10) days in October, 1981 execute an instrument of exchange similar to this one in which the agreed portions of the property are reconveyed and in the case of the property being reconveyed to WNW Properties, Inc., the portion reconveyed is also resubstituted as security for the existing lien of Commerce Union Bank. WNW Properties, Inc. will reconvey Tract II of Exhibit "A" to Entrekin, Trustee and Entrekin, Trustee will reconvey all but 1.183 acres of Exhibit "B" to WNW Properties, Inc. Commerce Union Bank will agree to a further amendment of its deed of trust to resubstitute the property exchanged.

2. Amendment to Deed of Trust.

WNW Properties, Inc. acting by its duly authorized officer has bargained and sold and by these presents does transfer and convey unto William N. Dearborn, Trustee the property described in Exhibit "A" to secure the lien of record in Book 5244, page 352, said Register's Office and WNW Properties, Inc. does reaffirm all of the covenants and warranties of said instrument of record in Book 5244, page 352 with regard to the property described in Exhibit "A".

Commerce Union Bank, acting by and through its duly authorized officer, does also join in the execution of this instrument for the purpose of acknowledging its release of its lien as evidenced by Deed of Trust of record in Book 5244, page 352, said Register's Office as to the property described in Exhibit "B" and substitution of the property described in Exhibit "A" as additional security for said lien of record in Book 5244, page 352, said Register's Office.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes recited hereinabove effective as of the 19th day of August, 1980.

WNW PROPERTIES, INC.

ATTEST BY:

BY: Douglas B Gray
PRESIDENT

Walter B. Wise
SECRETARY

Ervin M. Entrekin
ERVIN M. ENTREKIN, TRUSTEE

COMMERCE UNION BANK

BY: Vice V.P.
AUTHORIZED OFFICER

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Douglas B. Gray and Walter B. Wise with whom I am personally acquainted and who upon their several oaths acknowleged themselves to be the president and secretary respectively of WNW PROPERTIES, INC., the within named bargainor, a corporation, and that they as such president and secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Douglas B Gray as such president and attesting the same by the said Walter B. Wise as such secretary.

WITNESS My hand and official seal at office at Nashville Tennessee on this the 15 day of September, 1980.

Mary Anne Blackburn
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-17-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ERVIN M. ENTREKIN, 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 18 day of September, 1980.

Mary Anne Blackman
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-17-82.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Ronald G. Turner, with whom I am personally acquainted and who upon his oath acknowledged himself to be Asst. Vice President of COMMERCE UNION BANK, the within named bargainor, and that he as such Asst. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Ronald G. Turner as such officer.

WITNESS my hand and official seal at office in Nashville, Tennessee this the 18 day of September, 1980.

Judy C. Fisher
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-18-81.

EXHIBIT "A"

TRACT I: Beginning at a point in the westerly right of way margin of Antioch Pike, said point being the southeast corner of the Johnnie J. McGowan property; thence with westerly margin of Antioch Pike South 42 degrees 38 minutes 5 seconds East 200.11 feet to a point; thence leaving said Antioch Pike South 47 degrees 21 minutes 55 seconds West 325 feet to a point the beginning of a curve to the right; thence with the chord of said curve having an interior angle of 16 degrees 46 minutes 46 seconds and a radius of 700.00 feet South 55 degrees 45 minutes 02 seconds West 204.27 feet to a point; thence North 19 degrees 03 minutes 24 seconds West 394.42 feet to a point; thence North 47 degrees 44 minutes 40 seconds West 142.07 feet to a point; thence South 43 degrees 08 minutes 30 seconds East 184.92 feet to a point; thence North 48 degrees 42 minutes 55 seconds East 225.66 feet to the point of beginning, said tract containing 3.052 acres and wherever contiguous to existing property owned by WNW Properties, Inc., it is agreed and understood that this property is intended to extend ownership of the said WNW Properties, Inc.

TRACT II: Commencing at a point of beginning to be found on a line North 56 degrees 31 minutes 39 seconds East 300 feet from the easterly right of way margin of Interstate 24 at a point 1,824.62 feet Northwest of the Northwest corner of the Paragon Mills frontage road right of way; thence North 56 degrees 31 minutes 39 seconds East 141.94 feet the western right of way margin of proposed Luna Drive a subdivision plan of which shall be recorded; thence with the proposed westerly margin of Luna Drive extended South 33 degrees 28 minutes 21 seconds East 521 feet to a point; thence with a chord of a curve having an interior angle of 30 degrees 28 minutes 40 seconds and a radius of 1,027.19 feet North 48 degrees 42 minutes 41 seconds West 539.98 feet to the point of beginning, said tract containing 1.183 acres more or less and wherever contiguous to existing property owned by WNW Properties, Inc., it is agreed and understood that this property is intended to extend ownership of the said WNW Properties, Inc.

EXHIBIT "B"

BEGINNING at a point being the southerly point of the property described as Tract I on Exhibit "A", which point may be located South 42 degrees 38 minutes 05 seconds East 200.11 feet along the westerly margin of Antioch Pike from the southeast corner of the Johnnie J. McGowan property; thence South 47 degrees 21 minutes 55 seconds West 325 feet to a point; thence with the chord of a curve to the right having an interior angle of 16 degrees 46 minutes 46 seconds and a radius of 700 feet South 55 degrees 45 minutes 02 seconds West 204.27 feet; thence with the chord of a curve having an interior angle of 34 degrees 13 minutes 14 seconds and a radius of 700 feet South 81 degrees 15 minutes 21 seconds West 411.90 feet to a point; thence continuing with the chord of another curve having an interior angle of 11 degrees 06 minutes 20 seconds and a radius of 967.19 feet North 76 degrees 05 minutes 03 seconds West 187.18 feet to a point; thence South 0 degrees 32 minutes 30 seconds West 67.71 feet to a point; thence North 66 degrees 05 minutes 45 seconds West 28.80 feet to a point in the easterly right of way margin of proposed Luna Drive as extended, a subdivision plan of which shall be recorded; thence South 33 degrees 28 minutes 21 seconds East along said proposed easterly right of way 498.75 feet to a point; thence North 56 degrees 31 minutes 39 seconds East 497.56 feet to a point; thence North 19 degrees 03 minutes 24 seconds West 227.74 feet to the point of beginning, said tract containing 4.235 acres mor or less, and wherever contiguous to existing property owned by Ervin M. Entrekin, Trustee, it is agreed and understood that this property is intended to extend ownership of the said Ervin M. Entrekin, Trustee.

Property Described in Exhibit "A" being transferred from Ervin M. Entrekin, Trustee to WNW Properties, Inc.

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.
WNW PROPERTIES, INC. P. O. Box 11872 Knoxville, Tennessee 37919	SAME	

Property Described in exhibit "B" being transferred from WNW Properties, Inc. to Ervin M. Entrekin, Trustee

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.
Ervin M. Entrekin, Trustee 26th Floor First American Center Nashville, Tennessee 37238	SAME	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 25.00.

E. M. Ek
Affiant

Subscribed and sworn to before me, this the 18 day of September, 1980.

Mary Anne Blackmon
Notary Public

MY COMMISSION EXPIRES: 10-17-82.

STATE OF TENNESSEE
DAVIDSON COUNTY
SEP 18 2 49 PM '80
FELIX Z. WILSON JR. REGISTER

IDENTIF. REFERENCE

G.O. 8495

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			25000.00- CO	
			65.00 CO TX	
			.50 PRFEE	
			21.00 WDEED	
			CHECK	36.50-
			316A09/18/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

608495 *

T IDENTIF. REFERENCE

SEP 18 2 49 PM '80

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

No. 781001