DEED OF EXCHANGE

BOOK [illegible] 75 PAGE 291

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 395,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF July 1981.

Notary Public

MY COMMISSION EXPIRES: 10/21/84

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Tom G. Coleman, Jr., Attorney, 9000 E. Church St., Brentwood, TN 37027
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
ELDON JAMES BALDWIN, ETUX	New Owner	Map 105-4
(NAME)	(NAME)	
Route 1		Par 261
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
ARRINGTON, TN 37014		14W-3690
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Street Address of Property: 1216 Lewis Street, Nashville, Tennessee (improved)

*Glendale Roller Rink--$180,000.00
Log House & 6.81 ac.--$ 80,000.00

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $*

Affiant

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(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Tom G. Coleman, Jr., Attorney, 9000 E. Church St., Brentwood, TN 37027
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
LYNDAL ROBERTS, ETUX	New Owner	Rutherford County, TN Glendale Roller Rink 3rd Civil District Map 15M, Gp.C. Par 900
(NAME)	(NAME)	
Stahlman Building		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37201		Log House 1st Civil District Map 69, Par 13 Williamson County, TN
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Street Address of Property:
Glendale Roller Rink--Murfreesboro Road, Lavergne, Tennessee (improved)
Log House----------Sleepy Hollow Road, Fairview, Tennessee (improved)

THIS AGREEMENT made and entered into on this 1st day of July, 1981, by and between LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS and ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN,

W I T N E S S E T H :

1. WHEREAS, LYNDAL ROBERTS AND WIFE, MARGARET . ROBERTS own an apartment house and lot located at 1216 Lewis Street, Nashville, Tennessee and known as "Villa Rose" and all equipment, furnishings,

furniture and supplies pertaining to the operation of said apartments, and desire to exchange same with ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN for a Roller Skate Rink, building, land and all equipment incidental to operation, known as the "Glendale Roller Rink" located on Murfreesboro Road, Lavergne, Rutherford County, Tennessee and a single family log house with 6.81 acres of land located on Sleepy Hollow Road, Fairview, Williamson County, Tennessee.

Sales price of Apartments on 1216 Lewis St.	$395,000.00
Roller Skate Rink, building, land and all equipment incidental thereto--Value $180,000.00 less debt of $78,110.07--Credit on Exchange	$101,889.93
Log house with 6.81 acres, Williamson County, Tennessee--Value $80,000.00 less debt of $35,456.17 --Credit on Exchange	$ 44,453.83
Balance due after credits	$248,566.24

The $248,566.24 balance due will be secured by a wrap-around deed of trust, payable at 12% interest on a 30 year amortization basis with a 10 year balloon, monthly payments of principal and interest at $2,572.50 per month, filed simultaneously with this instrument and made subordinate to the following mortgages: First Tennessee Bank--$70,000.00, of record in Book 5708, Page 225, RODC, TN. Commerce Union Bank---$125,000.00, of record in Book 5767, Page 237, RODC, TN.

All the parties desire to make the exchange.

NOW, THEREFORE, the parties hereto enter into this Deed of Exchange for the purpose of exchanging such properties between them and agree:

2. LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS for and in consideration of the conveyance to them of the premises hereinafter conveyed in Paragraph No. 3 hereof, have bargained and sold, and by these presents hereby transfer and convey unto ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, located at 1216 Lewis Street, Nashville, Tennessee, an apartment House known as "Villa Rose", all equipment, furnishings, furniture and supplies pertaining to operation of said apartment House, described as follows:

> Land in Davidson County, Tennessee, being parts of Lots No. 16 and 17 in the Subdivision of the Old Fair Ground Property, a plan of which is of record in Book 21, Page 116, Register's Office for Davidson County, Tennessee, and being Lot 34 in Rain's Subdivision, plat, not of record, described as follows:

BEGINNING on the easterly margin of East Hill Street at a point 95 feet northerly from the northerly margin of North Hill Street, at the corner of Lots 34 and 35; thence with the easterly margin of said East Hill Street, northerly 66.4 feet to an alley; thence with the southerly margin of said alley, easterly 191.3 feet to the westerly margin of an alley; thence with said last named alley, southerly 65.85 feet to the corner of said Lots 34 and 35; thence westwardly with the line between said lots 182.86 feet to the beginning.

Being the same property conveyed to Lyndal Roberts and wife, Margaret T. Roberts by deed from Tom G. Coleman, Jr., Trustee, of record in Book 5578, Page 350, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning, building and zoning regulations and the deed of trust for $248,566.24 filed with this instrument and the subordinate mortgages of record in Book 5708, Page 225, RODC,TN and Book 5767, Page 237, RODC, TN.

TO HAVE AND TO HOLD said real estate, with the appurtances, estate, title and interest thereto belonging, to the said ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, their heirs and assigns forever. We, LYNDAL ROBERTS AND WIFE, MARGARET T. ROBERTS covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as shown in Figure No. 1.

We further covenant and bind ourselves and our heirs and representatives to warrant and forever defend the title to said real estate to said ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, their heirs and assigns, against the lawful claims of all persons.

3. ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, in consideration of the conveyance to them of the premises, heretofore conveyed in Paragraph No. 2 and in exchange therefore, have bargained and sold, and by these presents hereby transfer and convey unto LYNDAL ROBERTS AND WIFE, MARGARET T. ROBERTS, their heirs and assigns, certain property known as the "Glendale Roller Rink", including building, land and all equipment incidental to the operation, located on Murfreesboro Road, Lavergne, Rutherford County, Tennessee and certain property being a single famile log house with 6.81 acres of land located on Sleepy Hollow Road, Fairview, Williamson County, Tennessee and described as follows:

GLENDALE ROLLER RINK

Land in the 3rd Civil District of Rutherford County, Tennessee, and being further described as follows:

Beginning on a stake on the South margin of the new Nashville to Murfreesboro Highway at a point 900 feet from and North 78° West of the Northwest corner of the Buchanan land, this being the Northeast corner of this lot being described, and running thence South 12° West 190 feet to a stake, thence North 78° West 113 feet to a stake, thence North 12° East 190 feet to a stake on the South Right-of-way line of the aforesaid highway thence with said Right-of-way line South 78° East 113 feet to the point of beginning.

Being the same property conveyed to Eldon James Baldwin by deed from Douglas R. Wortham and wife, Katherine R. Wortham of record in Deed Book 291, Page 243, Register's Office for Rutherford County, Tennessee.

This instrument is made subject to a mortgage held by Douglas R. Wortham and wife, Katherine R. Wortham of record in Trust Deed Book A-325, Page 765, Register's Office for Rutherford County, Tennessee in the unpaid principal sum of $78,110.07. This instrument is made subject to all local applicable government planning, building and zoning regulations.

LOG HOUSE, FAIRVIEW, TENNESSEE

Land in the 1st Civil District of Williamson County, Tennessee, described according to a survey by Turnbow Surveying Company, dated March 19, 1973, as follows; BEGINNING at an iron pin on the northeasterly margin of Sleepy Hollow Road at the most southerly corner of the property conveyed to Woodrow Henry and wife, by J. Howard King, of record in Deed Book 231, Page 70, said Register's Office; thence N 29° 37' 45" E, 208.21 feet to an iron pin; thence N 34° 15' E 302.04 feet to an iron pin; thence S 87° 0' E 436.84 feet to an iron pin; thence S 1° 47' 20" W 458.20 feet to an iron pin; thence S 83° 21' 50" W 580.20 feet to an iron pin on the northeasterly margin of Sleepy Hollow Road; thence with the northeasterly margin of said Road N 48° 52' 15" W 168.23 feet to the point of beginning, containing 6.81 acres, more or less.

Being the same property conveyed to E. James Baldwin and wife, Linda J. Baldwin by deed from Boyd Harold Shults and wife, Rebecca Shults of record in Book 380, Page 530, Register's Office for Williamson County, Tennessee.

This instrument is made subject to a mortgage held by Security Federal Savings and Loan Association of record in Book 355, Page 892, Register's Office for Williamson County, Tennessee, in the unpaid principal sum of $35,456.17. This instrument is made subject to all local applicable government planning, building and zoning regulations.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said LYNDAL ROBERTS AND WIFE, MARGARET . ROBERTS, their heirs and assigns

forever. We, ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said LYNDAL ROBERTS AND WIFE, MARGARET T. ROBERTS, their heirs and assigns, against the lawful claims of all persons.

That the Contract for Sale of Real Estate survives the closing and is attached hereto and recorded with this Deed of Exchange.

IN WITNESS WHEREOF, the parties have signed this instrument in duplicate on the day and date first above mentioned.

Lyndal Roberts
LYNDAL ROBERTS

Eldon James Baldwin
ELDON JAMES BALDWIN

Margaret Roberts
MARGARET T. ROBERTS

Linda J. Baldwin
LINDA J. BALDWIN

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LYNDAL ROBERTS AND WIFE, MARGARET T. ROBERTS and ELDON JAMES BALDWIN AND WIFE, LINDA J. BALDWIN, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 1st day of July, 1981.

Linda Wooden
NOTARY PUBLIC

My commission expires: 10/21/84.

This instrument prepared by:
Tom G. Coleman, Jr.
Attorney at Law
9000 East Church Street
Brentwood, TN 37027

Exhibit

CONTRACT FOR SALE OF REAL ESTATE BOOK 5775 PAGE 296

THIS CONTRACT OF SALE made this 22nd day of June 1981, by and between Lyndal and Margaret Roberts hereinafter referred to as "SELLER" and Eldon James and wife Linda J. Baldwin hereinafter referred to as "BUYER".

W I T N E S S E T H:

That the Buyer herewith deposits with Louis N. Farringer As Escrow Agent for Seller, the sum of $1.00 Dollars, as earnest money to constitute part payment of the purchase price. In consideration of the earnest money deposit with his agent and in part payment of the purchase price, the Seller has this day sold and does hereby agree to convey by a good and valid warranty deed to said Buyer, or to such person he may in writing direct, the following described Real Estate in Davidson County, Tennessee, to wit: A 23 unit apartment house located 1216 Lewis Street, Nashville, Tenn. The apartment is known as "Villa Rose". Buyer to receive all equipment, furnishings, furniture and supplies pertaining to the operation of said apartments.

CONSIDERATION: Buyer agrees to purchase said real estate and to pay therefor the sum of ($ 395,000.00) Three Hundred & Ninety Five Thousand Dollars, upon the following terms: No cash:

1. To exchange a Roller Skate Rink, building, land and all equipment incidental to the operation, valued at $180,000.00, witha mortgage of approximately $80,000.00 payable $872 per month, principal and interest for approximately 14 additional years to run. (Glendale Roller Rink" located on Murfreesboro Rd., Lavergne, Tenn.). Buyer will also give sellers a $250,000 mortgage on said apartment complex, payable at 12% interest on a 30 year ammortization basis with a 10 year balloon. Said mortgage will be payable, principal and interest at $2,572.50 per month. LR This will be a wrap around mortgage.

2. Seller also to take in exchange a single family home & 6.81 acres of land located Sleepy Hollow Road, Fairview, Williamson County, Tenn. valued at $80,000 with an existing 1st mortgage of approx. $35,000. payable $487.00 per month, PITI, held by Security Federal Savings & Loan Assn., 14.75 present interest. Interest will esculate.

$487.00 @ 14.75%

Buyer to pay all closings on all 3 properties, limited up to $2,000.00.

This contract is subject to Sellers satisfactory arrangement made with the mortgage holder on the Villa Rose Apts. Mortgage is held by 1st Tennessee Bank.

This contract to be closed no later than July 1, 1981.

This contract is contingent upon buyers inspection of all premises and approval of same. If not satisfied, contract is void and earnest money shall be refunded to buyer.

ADJUSTMENTS TO BE MADE AT CLOSING:

1. Sellers Escrow Deposits to be audited and go to buyer if applicable.

2. Taxes for current year to be prorated. Back taxes, if any, to be paid by Seller.

3. Insurance: Seller to bear risk of hazard loss through date of deed and buyer thereafter to furnish own insurance.

4. Seller's fire insurance to be assumed or replaced at option of Buyer.

5. Possession to be given date of deed.

6. Conveyance to be subject to existing building restrictions and/or zoning ordinances and easements as recorded.

7. Any Code Violations shall be corrected at Sellers expense.

8. All Security Deposits to go to buyer at closing.

9. Buyer's satisfactory examination of the existing notes, leases and deeds of trust.

10. This contract shall be null and void if not accepted by, June 25, 1981, 12:01 AM, C.D.T.

COMMISSIONS: Seller to pay Louis N. Farringer his commission by an exchange of a 3rd mortgage on the Glendale Roller Rink, located 5242 Murfreesboro, Rutherford, Tenn. The mortgage to be in the amount of $45,000, ammortized over 360 monthly payments at 10 % interest and payable $394.91 per month, principal & interest with a pay off the 181st month..

Should the Buyer default in the performance of this contract on his part at any time and in the manner specified, then, at Seller's option, the earnest money shall be forfeited as liquidated damages. But the forfeiture shall not prevent suit for the specific performance of this contract.

In the event of default in the terms of this contract for any reason on the part of the Seller and in the event it becomes necessary due to any fault of the Seller that the earnest money, hereinabove shown, must be returned to the Buyer, then the Seller shall be liable to the agent herein for the full commission set out in this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for sale of Real Estate on the day and year first above written.

Buyer

Seller

It is understood and agreed by both parties, buyer and seller, that the 23 units located at 1216 Lewis st., are in a flood plain, and that the rehabilitation has been done with the supervision of zoning works and code departments of Nashville and Davidson County.

LS

MR

Exhibit

ESCROW AGREEMENT

This Agreement made and entered into on this 17 day of July, 1981 at Brentwood, Tennessee by and between the following parties:

1. Lyndal Roberts and wife, Margaret Roberts--Sellers and holders of the $248,566.24 mortgage on the Villa Rose Apts.

2. Eldon James Baldwin and wife, Linda J. Baldwin--Purchasers and signers of the $248,566.24 mortgage on the Villa Rose Apts.

3. Lou Farringer--Real Estate Broker in the sale of the Villa Rose Apts.

4. Attorneys Title Company, Inc.--Escrow Agent.

PURPOSE OF AGREEMENT--Lyndal Roberts and wife, Margaret Roberts have sold the Villa Rose Apartments at 1216 Lewis Street, Nashville, Tennessee to Eldon James Baldwin and wife, Linda J. Baldwin. The Baldwins have executed a $248,566.24 Deed of Trust and Note to secure the Roberts a portion of the purchase money. This Deed of Trust is made subordinate to the following mortgages:

(A) First Tennessee Bank--$70,000.00, of record in Book 5708, Page 225, Register's Office for Davidson County, Tennessee.

(B) Commerce Union Bank--$125,000.00, of record in Book 5767, Page 237, Register's Office for Davidson County, Tennessee.

This Escrow Agreement is made for the purpose of the Roberts placing the following collateral in the hands of Attorneys Title Company, Inc., as Escrow Agent, to make certain that the Commerce Union Bank Mortgage is satisfied within 2 years.

That in the event it is not satisfied within said period of time or the Note is sooner declared in default by Commerce Union Bank, then Attorneys Title Company, Inc. will turn the ownership and possession of the collateral to the Baldwins. The receipt of the collateral would constitute a Release of each other by all the parties of their duties and legal obligations to each other.

EXH 11

The collateral is described as follows:

(1) The $248,566.24 purchase money Note (See copy attached)

(2) The $56,889.93 purchase money Note on the Glendale Roller Rink (See copy attached)

(3) The $45,000.00 purchase money Note on the Glendale Roller Rink (See copy attached)

(4) Collateral Deed of Trust on the Log House in Williamson County, Tennessee on Sleepy Hollow Road, Fairview, Tennessee (See copy attached) Attorneys Title Company, Inc. is authorized to Release this mortgage upon the Commerce Union Bank Note being satisfied or default occuring with the $248,566.24 mortgage.

Lou Farringer will receive the ownership of the $45,000.00 mortgage on the Glendale Roller Rink for his commission but the commission will not be earned and possession of the $45,000.00 Note will not be given until the Commerce Union Bank Note is satisfied or the Roberts sooner substitute additional collateral satisfactory to the Baldwins, whom will not unreasonably withhold their consent. Farringer will however be entitled to installment payments on the Note until receiving possession of same.

The satisfaction and release of the Commerce Union Bank mortgage on the Villa Rose Apts. will render this Agreement null and void and the collateral will be immediately returned to the Roberts and Lou Farringer will immediately receive possession of the $45,000.00 mortgage on the Glendale Roller Rink.

The Baldwins default on the $248,566.24 Villa Rose Apts. Note will render this Agreement null and void and the collateral will be turned over immediately to the Roberts and the $45,000.00 Note on the Glendale Roller Rink to Farringer as his commission.

This Agreement becomes a part of the Sales Contract and is binding upon the parties, their heirs and assigns.

Wherefore the parties hereto have hereunto executed their signatures this day and date herein before shown.

Exhibit

LYNDAL ROBERTS

MARGARET ROBERTS

ELDON JAMES BALDWIN

LINDA J. BALDWIN

LOU FARRINGER

ATTORNEYS TITLE COMPANY, INC.
By: LINDLEY MURRAY, JR., PRESIDENT

It is agreed and understood by all parties that the escrow agent shall be required to act only within the scope of its capacity as escrow agent and shall incur no liability for so acting if in so doing it acts in good faith and with reasonable diligence.

EXH. #1

BOOK 5775 PAGE 301

DEED OF TRUST NOTE

$248,566.24

Nashville, Tennessee
July 1, 1981

For value received, we promise to pay to the order of Lyndal Roberts and wife, Margaret T. Roberts the principal sum of TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND 24/100 ($248,566.24) payable in 119 consecutive monthly installments of $2,572.50 each, including both principal and interest, interest being at the rate of 12% per annum on the unpaid principal sum. The first payment falling due on the 1st day of August, 1981 and continuing in consecutive monthly installments as aforesaid until the 120th and final installment becomes due whereupon the entire principal sum together with any accrued interest will become immediately due and payable, on July 1, 1991. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

This note is payable in Nashville, Tennessee, at par in lawful money of the United States of America, in the office of holders or whomever they may in writing direct.

This note is secured by a Deed of Trust of even date duly recorded in the Register's Office for Davidson County, Tennessee, made by undersigned to Tom G. Coleman, Jr., Trustee, conveying land in Davidson County, Tennessee, and being more particularly described therein.

Privilege is reserved of paying any number of said monthly installments or any amounts in advance, and/or this note may be paid in full on or before any paying date with interest due only to date of payoff.

Demand, notice and protest are expressly waived, and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, we will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

ELDON JAMES BALDWIN

LINDA J. BALDWIN

DEED OF TRUST NOTE

$56,889.93

Nashville, Tennessee
July 1, 1981

For value received, we promise to pay to the order of Lyndal Roberts and wife, Margaret T. Roberts the principal sum of FIFTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND 93/100 ($56,889.93) payable in 179 consecutive monthly installments of $482.67 each, including both principal and interest, interest being at the rate of 10% per annum on the unpaid principal sum. The first payment falling due on the 1st day of August, 1981 and continuing in consecutive monthly installments as aforesaid until the 180th and final installment becomes due whereupon the entire principal sum together with any accrued interest will become immediately due and payable, on July 1, 1996. Amounts paid will be credited first to interest due; balance to unpaid principal sum. In the event any monthly installment is not paid by the 15th day of the month it is due, then a penalty of 7% of the monthly installment will attach and become immediately due and payable together with the unpaid monthly installment then due.

This note is payable in Nashville, Tennessee, at par in lawful money of the United States of America, in the office of holders or whomever they may in writing direct.

This note is secured by a Deed of Trust of even date duly recorded in the Register's Office for Rutherford County, Tennessee, made by undersigned to Tom G. Coleman, Jr., Trustee, conveying land in Rutherford County, Tennessee, and being more particularly described therein.

Privilege is reserved of paying any number of said monthly installments or any amounts in advance, and/or this note may be paid in full on or before any paying date with interest due only to date of payoff.

Demand, notice and protest are expressly waived, and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, we will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Paul Pate
PAUL PATE

Lynn Pate
LYNN PATE

EX 5

DEED OF TRUST NOTE

$45,000.00

Nashville, Tennessee
July 1, 1981

For value received, we promise to pay to the order of Lyndal Roberts and wife, Margaret T. Roberts the principal sum of FORTY-FIVE THOUSAND DOLLARS AND NO/100 ($45,000.00) payable in 179 consecutive monthly installments of $394.91 each, including both principal and interest, interest being at the rate of 10% per annum on the unpaid principal sum. The first payment falling due on the 1st day of August, 1981 and continuing in consecutive monthly installments as aforesaid until the 180th and final installment becomes due whereupon the entire principal sum together with any accrued interest will become immediately due and payable, on July 1, 1996. Amounts paid will be credited first to interest due; balance to unpaid principal sum. In the event any monthly installment is not paid by the 15th day of the month it is due, then a penalty of 7% of the monthly installment will attach and become immediately due and payable together with the unpaid monthly installment then due.

This note is payable in Nashville, Tennessee, at par in lawful money of the United States of America, in the office of holders or whomever they may in writing direct.

This note is secured by a Deed of Trust of even date duly recorded in the Register's Office for Rutherford County, Tennessee, made by undersigned to Tom G. Coleman, Jr., Trustee, conveying land in Rutherford County, Tennessee, and being more particularly described therein.

Privilege is reserved of paying any number of said monthly installments or any amounts in advance, and/or this note may be paid in full on or before any paying date with interest due only to date of payoff.

Demand, notice and protest are expressly waived, and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, we will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

Paul Pate
PAUL PATE

Lynn Pate
LYNN PATE

For and in Consideration of One Dollar to us paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS have this day bargained and sold, and do hereby transfer and convey, to Tom G. Coleman, Jr. Trustee, and his successors in trust, certain property in the State of Tennessee, Williamson County, described as follows, to wit:

Land in the 1st Civil District of Williamson County, Tennessee, described according to a survey by Turnbow Surveying Company, dated March 19, 1973, as follows; BEGINNING at an iron pin on the northeasterly margin of Sleepy Hollow Road at the most southerly corner of the property conveyed to Woodrow Henry and wife, by J. Howard King, of record in Deed Book 231, Page 70, said Register's Office; thence N 29° 37' 45" E, 208.21 feet to an iron pin; thence N 34° 15' E 302.04 feet to an iron pin; thence S 87° 0' E 436.84 feet to an iron pin; thence S 1° 47' 20" W 458.20 feet to an iron pin; thence S 83° 21' 50" W 580.20 feet to an iron pin on the northeasterly margin of Sleepy Hollow Road; thence with the northeasterly margin of said Road N 48° 52' 15" W 168.23 feet to the point of beginning, containing 6.81 acres, more or less.

Being the same property conveyed to Lyndal Roberts and wife, Margaret Roberts by deed from Eldon James Baldwin and wife, Linda J. Baldwin of record in Book _____, Page _____, Register's Office for Williamson County, Tennessee and in Deed Book _____, Page _____, Register's Office for Rutherford County, Tennessee and in Book _____, Page _____, Register's Office for Davidson County, Tennessee.

To Have and to Hold said property to the said Tom G. Coleman, Jr. Trustee, and his successor in trust, forever. we covenant that we lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered. we further covenant and bind ourselves and our heirs and representatives, to warrant and defend the title to said property to the said Tom G. Coleman, Jr. Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

This Deed of Trust is given to secure the performance of an Escrow Agreement shown of record in Book _____, Page _____, Register's Office for Williamson County, Tennessee. Tom G. Coleman, Jr., Trustee may release this deed of trust when the Commerce Union Bank mortgage has been satisfied or default has occured in the $248,566.2[illegible] mortgage shown in Book _____, Page _____, Register's Office for ~~Williamson~~ Davidson County, Tennessee.

Now if we shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 30 days' notice, by weekly publication in some newspaper in Williamson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. we agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And we agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ insurable interest until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. we agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case we fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to the borrowers or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said borrowers and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 17th day of July, 1981

Lyndal Roberts

Margaret Roberts

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS

the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 17th day of July, 1981

Commission Expires 10/21/84 Linda Wolden Notary Public.

STATE OF
County

Before me, , a Notary Public within and for the State and County aforesaid, personally appeared and , with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the and respectively of the the within named bargainor, a corporation, and that { he / they } as such and , being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such and attesting the same by the said as such

WITNESS my hand and official seal at office at on this the day of , 19

My commission expires Notary Public

DEED OF TRUST

FROM

LYNDAL ROBERTS AND WIFE, MARGARET ROBERTS

TO

TOM G. COLEMAN, JR., TRUSTEE

Attorneys Title Company
Title Guarantee

052542

RUSH

IDENTIF. REFERENCE

JUL 28 10 55 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Prepared By:
TOM G. COLEMAN, JR.
ATTORNEY AT LAW
9000 BUILDING, SUITE 202
9000 EAST CHURCH STREET
BRENTWOOD, TN. 37027

9030 07/28 1748.50- CHECK

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5775 PAGE 306

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
			395000.00-	CO
			180000.00-	CO
			80000.00-	CO
			1703.00	CO TX
			.50	PRFEE
			45.00	WDEED
				CHECK 1748.50-
			903DA07/28/81	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

352542

IDENTIF. REFERENCE

JUL 28 10 55 AM '81

FEE PAID
REGISTER
DAVIDSON COUNTY, TENN.

No. 834852