THIS INSTRUMENT PREPARED BY:
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MASTER DEED

FOR

BOOK 5835 PAGE 249

B AND A CONDOMINIUM

THIS MASTER DEED, made this the 28th day of December, 1981, by B And A INVESTMENTS, a Tennessee partnership, hereinafter referred to as "Owner," for itself, its successors, grantees, and assigns,

W I T N E S S E T H:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

The purpose of this Master Deed is to submit the land hereinafter described in Exhibit "A" and the improvements constructed thereon, to the condominium form of ownership and use, in the manner provided under the provisions of Tennessee Code Annotated, Section 64-2701, et seq., as amended, known as "The Horizontal Property Act," which may hereinafter be referred to as the "Condominium Act."

(a) The name by which this condominium is to be identified is "B and A Condominium," hereinafter called the "Condominium," and its address is 2120 Belcourt Avenue, Nashville, Tennessee.

(b) The land owned by the Owner, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit "A" hereto, which, by reference, is made a part hereof as fully as if copied herein. The improvements located on such land consist of a two story rectangular building with a structural steel frame with concrete floors, brick and concrete block exterior walls, four-inch and six-inch block interior walls with a built-up roof consisting of steel framing, insulation, tar and gravel, paved parking areas, central heating and air conditioning systems located in equipment rooms in the building. The building consists of two apartment units, the downstairs unit being Apartment Unit #1, and the upstairs unit being Apartment Unit #2.

Located on the property herein conveyed in addition to the improvements set forth above are drainage improvements, sidewalks and landscaping. References in this instrument to "Land" or "The Land" shall mean the land as described in Exhibit "A" and the improvements located thereon. The description and identification of the separate Apartment Units is also shown on Exhibit "A" which is recorded with this Master Deed in the Register's Office of Davidson County, Tennessee, and which is hereby incorporated by reference.

2. DEFINITIONS.

The terms used herein and in the By-Laws, which are attached hereto as Exhibit "B" shall have the meanings stated in the Condominium Act, and as follows:

(a) Apartment Unit or Units. Fee simple estate within the building, as such area is identified, located and described in this Master Deed in Section 1, subsection (b). Each Unit shall include that part of the building which lies within the boundaries of the Apartment Unit, which boundaries shall be determined in the following manner:

(i) The upper boundary shall be the lower unfinished concrete surfaces of its highest ceiling;

(ii) The lower boundary shall be the upper unfinished surfaces of its floor (i.e., that surface directly beneath the carpeting or other floor covering);

(iii) The vertical boundaries (measuring the horizontal area of an Apartment Unit) shall be the interior unfinished surfaces of the perimeter walls. The vertical boundaries shall not be deemed to include the unfinished surfaces of the perimeter walls, or any pipes, wires, conduits or other

utility wires running through them which are utilized for, or serve, more than one Apartment Unit, the same being deemed Common Elements as hereinafter provided;

(b) Apartment Owner. The person or persons holding title in fee simple to an Apartment Unit.

(c) Assessment. A share of the funds required for the payment of expenses and charges, which from time to time, may be assessed against each Apartment Owner.

(d) Association. B and A Investments, a partnership formed in accordance with the laws of the State of Tennessee, said partnership existing for the sole purpose as being the entity responsible for the operation of the Condominium and its successors, copies of the By-Laws and the partnership agreement are attached hereto and made a part hereof as Exhibit "B" and "C" respectively.

(e) Common Elements. Common Elements means all of the real property, improvements, and facilities of B and A Condominium, other than the Apartment Units, as the same are heretofore definied, which definition shall include but not be limited to the following:

(i) The Land;
(ii) All foundations, exterior walls, all other main walls, roofs, including all columns, girders, beams, and supports, stairways, lobbies, halls, entrances and exits, sidewalks, yards, trees and pavements;
(iii) All gardens, plants and landscaping;
(iv) All compartments or installations of central services such as power, light, gas, cold and hot water, water tanks, auxiliary fuel systems, fuel oil tanks, elevators, garbage chutes, pumps, motors and the like;
(v) Storage and parking areas;
(vi) All pipes, ducts, electrical wiring, and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within one Apartment Unit and serving only such Apartment Unit);
(vii) All personal property held and maintained for the joint use and enjoyment of all the Apartment Owners;

(viii) Easements through the Apartment Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Apartment Units and Common Elements;

(ix) Easements of support in every portion of an Apartment Unit which contribute to the support of the building, including easements for access to and repair of such elements of support, and utility service;

(x) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each Apartment Unit caused by the settlement of the building, by minor inaccuracies in the plan of the building as recorded, or rebuilding of any part of the building, whether such encroachments now exist or hereafter may exist, and such easements shall continue until such encroachments shall cease to exist;

(xi) All other elements and improvements of the Land and the building rationally of common use or necessary to the existence, upkeep and safety of the Condominium established by this Master Deed;

(f) Common Expenses. Common Expenses include, but shall not be limited to the following:

(i) Expenses of administration, expenses of maintenance, operation, repair, or replacement of the Common Elements and Limited Common Elements;

(ii) Utility Services;

(iii) Expenses declared Common Expenses by provisions of this Master Deed or by the By-Laws; and

(iv) Any valid charge against the Condominium as a whole.

(g) Limited Common Elements. Limited Common Elements shall mean the following described elements owned as the Common Elements of the Condominium, but used only in conjunction with the Apartment Unit which is assigned the exclusive use of that Limited Common Element by Owner, its successors and assigns:

(i) The stairways that connect the first and second floors of the Condominium, and the utility room housing, the main electrical service and water heater.

(h) Owner. Owner means B and A Investments, a partnership formed under the laws of the State of Tennessee, its successors and assigns, provided such successors and assigns

are designated in writing by the Owner as a successor or assign of the rights of the Owner set forth herein.

(i) Utility Services. Utility Services shall include, but not be limited to, water, sewer, heating, air conditioning, and electricity.

3. COMMON ELEMENTS AND EXPENSES.

(a) Each Apartment Owner shall own a share in the Common Elements, and shall be liable for Common Expenses to that percentage of the undivided interest in the Common Elements pertaining to each Unit as set forth in Exhibit A.

(b) Any conveyance of an individual Apartment Unit shall be deemed to also convey the undivided interest of the Apartment Owner in the Common Elements, both general and limited, appertaining to said Apartment Unit without specifically or particularly referring to the same.

4. MAINTENANCE AND ALTERATION OF APARTMENT UNITS.

(a) The Association shall maintain, repair and replace:

(i) Such portions of an Apartment Unit or Common Elements which contribute to the support of the building, which portions shall include, but not be limited to, the outside walls and glass windows of the building and all fixtures on the exterior thereof, boundary walls of Apartment Units (but expressly excluding interior non-load-bearing partitions), and load-bearing columns and load-bearing walls;

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services which are contained in the portions of an Apartment Unit maintained by the Association and all such facilities contained within an Apartment Unit which service part or parts of the Condominium other than the Apartment Unit within which contained.

(b) If not elsewhere expressly provided, for the purposes aforesaid, the Association expressly retains all necessary easements of access for such maintenance and repair.

All incidental damage caused to an Apartment Unit by such work shall be promptly repaired at the expense of the Association.

(c) The responsibility of the Apartment Owner shall be:

(i) To maintain, repair, and replace at his expense all portions of his Unit except the portions to be maintained, repaired, and replaced by the Association;

(ii) Expressly included in those items to be maintained by the Apartment Owner shall be all built-in features, electrical and gas appliances, heating, ventilation and air conditioning equipment, pipes, plumbing, fixtures, wires and conduits serving only his Apartment Unit. An easement is granted to each Apartment Owner for the maintenance, repair and replacement of those items to be maintained by him which may be located outside his Apartment Unit;

(iii) Not to paint, or otherwise decorate, or make any structural changes in, or otherwise change the appearance of, any portion of the building constituting the exterior walls of his or her Apartment Unit or the Limited Common Elements adjacent thereto. Apartment Owners shall not decorate the glass windows of their Units or otherwise change the appearance of the windows as viewed from the exterior of the Unit, except for drapes which must comply with the rules and regulations adopted by the Association.

(iv) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(d) Except as elsewhere reserved to the Owner, neither an Apartment Owner nor the Association shall make any alteration in the portions of an Apartment Unit or the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Condominium, or impair any easement, without first obtaining approval in writing of the owners of all Units in which such work is to be done, and the approval of the

Association. A copy of plans for all of such work prepared by an architect or engineer, licensed to practice in this state, shall be filed with the Association prior to the start of the work, and the time during which such work shall be performed must be approved, in advance, by the Association, or their agent.

5. MAINTENANCE AND ALTERATIONS OF COMMON ELEMENTS.

(a) The maintenance, operation and repair of the Common Elements and Limited Common Elements shall be the responsibility and the expense of the Association.

(b) There shall be no alteration or further improvement of the land constituting a part of the Common Elements without prior approval in writing by the Owners of not less than fifty percent (50%) of the votes of the Association Apartment Units, except as provided by the By-Laws, and any such alteration or improvement, if undertaken, shall not interfere with the rights of any mortgagee or Apartment Owner. The shares of any cost shall be assessed to the Apartment Owners in the proportions which their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of an Apartment Owner in the Common Elements which are altered or further improved, whether or not the Apartment Owner contributes to the cost thereof.

6. ASSESSMENTS.

(a) Assessments against Apartment Owners for Common Expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Paragraph 3 of this Master Deed.

(b) Assessments, and installments thereon, paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of interest determined by the Association. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by the Condominium Act and this Master Deed shall also secure reasonable attorney's fees and all costs of collections incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments the Owner of the Apartment Unit subject to the lien shall be required

to pay a reasonable rental for the Apartment Unit after foreclosure proceedings are commenced, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(e) The Apartment Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantees to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use of enjoyment of any Common Element or by the abandonment of the Apartment Unit, for which the assessments are made. The Association shall have the right to sue for and collect any such unpaid assessments, or to act by foreclosure of the liens securing the assessments or by any other competent proceeding, and in either event the Association shall be entitled to recover in the same action the payments which are delinquent at the time of the judgment or decree, together with interest as set forth above, in sub-paragraph (b) of this Paragraph 6, and all costs of the action, including reasonable attorney's fees.

(f) A purchaser of an Apartment Unit at a foreclosure sale upon a first deed of trust shall be liable only for assessments coming due after such sale and for the portion of due assessments prorated for the period after the date of such sale.

7. POWER OF SALE TO ENFORCE ASSESSMENT LIEN.

For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements, and the Limited Common Elements, the assumption of the obligations of Apartment Owners set forth in this Master Deed by transferees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments for Common Expenses, other assessments, general or special, assessed against an Apartment Owner by the Association as provided in this Master Deed and By-Laws, interest, and attorney's fees as provided herein, hereinafter collectively referred to as the "Secured Charges", a lien is expressly retained by the Association on each and every Apartment Owner's Unit and prorata interest in the Common Elements, hereinafter referred to in this Paragraph 7 as "property."

Therefore, for the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the same Apartment Owners, their heirs, successors, administrators,

and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto John B. Link, III, Trustee, his successors and assigns, the property hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to:

(i) pay the Secured Charges when due, as provided in this Master Deed;

(ii) upon demand of said Trustee or the Association, to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof;

(iii) to keep the improvements on said property in good repair and preservation; and

(iv) in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the Secured Charges, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustors upon demand of the Trustee or the Association.

If Trustors fail to do any of these things, then said Trustee, or the Association may do any or all of these things, and the amounts so paid shall bear interest at the rate of ten percent (10%) per annum from the date of payment and shall be and become a part of the Secured Charges secured hereby.

Now, if Trustors shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, 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 and empowered to execute and deliver a deed to the purchaser. The Association

may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; including reasonable attorney's fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

2nd. To the payment of all taxes which may be unpaid on said premises;

3rd. To the payment of all unpaid Secured Charges;

4th. The residue, if any, will be paid to Trustors, their order, representatives or assigns.

In the case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

8. RIGHTS OF MORTGAGE HOLDERS IN RELATION TO ASSESSMENTS.

(a) The liens as hereinabove set out for the enforcement of assessments shall in all respects be subordinate to holders of first mortgage liens on the individual Apartment Units.

(b) The holder of such a first mortgage, upon request, shall be notified by the Association in writing of any default by the mortgagor or an Apartment Unit in the performance of such a mortgagor's obligations under the condominium documents which is not cured within sixty (60) days.

(c) Where a first mortgagee obtains title to an Apartment Unit by reason of foreclosure of a mortgage covering a Unit, or by a deed in lieu of foreclosure, such mortgagee, its successors,

or assigns, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such mortgagee comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit), it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, against the prior Apartment Owner.

9. ASSOCIATION.

The operation of the Condominium shall be by B and A Investments, hereinafter called the Association, a partnership, not for profit, under the laws of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the Apartment Owners, as set forth in the attached By-Laws.

(b) The Association shall be a partnership in the form attached as Exhibit "C".

(c) The By-Laws of the Association shall be in the form attached as Exhibit "B".

(d) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his Apartment Unit.

(e) Whenever the decision of an Apartment Owner is required under any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Master Deed.

10. INSURANCE.

(a) Multi-Peril, all risk insurance policies shall be purchased by the Association for the use and benefit of individual Apartment Owners and their mortgagees. Provision shall be made for the issuance of certificates of insurance to each Apartment Owner showing and describing the insurance

coverage for the interest of each such Apartment Owner, and for issuance of a certified copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Apartment Owners. Such policies shall waive rights of subrogation as between Apartment Owners. To the extent that such Apartment Owners are covered by such multi-peril all risk insurance policies as are purchased by the Association, or themselves, they shall not be liable for damage caused by their acts, or negligent acts which cause damage to the Common Elements, Limited Common Elements, or another Apartment Unit.

(b) Insurance Coverage.

(i) The entire Condominium, all buildings, all improvements upon The Land (excluding all improvements, additions and contents of the Apartment Units) and all personal property included in the Common Elements and Limited Common Elements shall be insured in an amount as may be determined annually by the Association, but such amount shall be equal to the maximum insurable replacement value, and in any event, such multi-peril risk policy as is purchased by the Association shall cover the entire Condominium property and provide a minimum property and fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but such policy or policies shall not be less than one hundred percent (100%) of the insurable value (based upon replacement cost). Such insurance coverages may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril all risk policy with fire and extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings and improvements on The Land, such as vandalism and malicious mischief;

(ii) Public Liability Insurance shall be secured in such amounts, and with such coverage, as shall be determined by the Association, but such policy or policies shall be in an amount not less than Four Hundred Thousand Dollars ($400,000) for property damage to the building and One Million Dollars ($1,000,000) liability insurance;

(iii) Workman's Compensation as required by law;

(iv) Such other insurance as the Association shall determine from time to time to be desirable and in the best interest of Apartment Owners;

(v) All policies of insurance shall show the named insured, in form and substance, similar to

the following:

"B and A Condominium, for use and benefit of the individual Apartment Owners."

Whenever there is a mortgage lien upon an Apartment Unit, such policy shall contain, or have issued in connection therewith, the standard mortgage clause which shall be endorsed to provide that any proceeds due shall be paid to the Association, for the use and benefit of such named mortgagee and Apartment Owner as their interests may appear. When there is no mortgage lien upon an Apartment Unit, such policy shall be payable to the Association for the use and benefit of the Apartment Owner. All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rate by Best's Insurance Reports of B-9 or better.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and the costs thereof included in common charges made to individual Apartment Owners.

(d) The Association is hereby irrevocably appointed agent for each Apartment Owner to purchase any other insurance as described and set forth in (b)(i), (ii), (iii), (iv) above and to adjust all claims arising under insurance policies purchased by the Association with the consent of mortgagees holding liens on the Condominium property and with the consent of such mortgagees to execute and deliver releases upon the payment of claims, but all insurance drafts, notices, policies and invoices and other necessary documents shall be delivered after settlement directly to the mortgagee or its servicer.

11. INSURANCE PROCEEDS.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Association.

(b) The Association shall receive such proceeds as they are paid, and to hold them in trust for the benefit of the Apartment Owners and their mortgagees. An undivided share of such proceeds on account of damages to Common Elements shall be allocated to the Apartment Owners according to their shares of the Common Elements set forth in Paragraph 3. In the event a mortgagee endorsement has been issued as to an Apartment

Unit, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear.

(c) Expenses and fees of the Association with regard to the distribution of the insurance proceeds shall be paid by the Association and costs thereof included in common charges made to individual Apartment Owners.

(d) Proceeds of insurance policies received by the Association shall be distributed as follows:

(i) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in Paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, with remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment Unit and may be enforced by such mortgagee.

(ii) If it is determined, as provided in Paragraph 12, that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction or repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment Unit and may be enforced by such mortgagee.

(iii) In making distribution to Apartment Owners and their mortgagees, the Association shall rely upon a certificate executed (a) by the Association as to the names of the Apartment Owners, and (b) by each of the first mortgage lenders as to their respective shares of the distribution.

12. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 21 that the Condominium shall be terminated.

(b) If the damaged property is the building, and if Apartment Units with more than one-third (1/3) of the Common Elements appurtenant thereto are found by the

Association to be tenantable, the damaged property shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined under Paragraph 21 that the Condominium shall be terminated.

(c) If the damaged property is the building, and if Apartment Units with up to two-thirds (2/3) of the Common Elements appurtenant thereto are found by the Association not to be tenantable, the damaged property will not be reconstructed or repaired, and the Condominium will be terminated under Paragraph 21, unless, within sixty (60) days after the casualty, the Owners of the Apartment Units with three-fourths (3/4) of the Common Elements appurtenant thereto agree in writing to such reconstruction or repair.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications approved by the Association, and by the Owners of the Apartment Units with three-fourths (3/4) of the Common Elements appurtenant thereto, including the Owners of all damaged Apartment Units, which approval shall not be unreasonably withheld.

13. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs only to those parts of one Apartment Unit for which the responsibility of maintenance and repair is that of the Apartment Owner, then the Apartment Owner shall be responsible for the prompt reconstruction and repair after the casualty. In all other instances the responsibility of reconstruction and repair after the casualty shall be that of the Association. In the event the Apartment Owner fails to make such repairs or reconstruction promptly, the Association reserves the right to make such repairs and to assess the Apartment Owner therefor, plus ten percent (10%) of all sums expended in repair or reconstruction as a fee for the Association's services.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the Apartment Owners who own the damaged property, and against all

Apartment Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of construction. Such assessments against Apartment Owners for damage to Apartment Units shall be in proportion to the cost of reconstruction and repair of their respective Apartment Units. Such assessments on account of damage to Common Elements shall be in proportion to the Apartment Owner's share in the Common Elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than Thirty Thousand Dollars ($30,000) in excess of the amount of insurance proceeds available for such reconstruction or repair, the assessments paid to meet such costs shall be deposited with the Association. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Association shall be disbursed as follows:

(i) The portion of insurance proceeds representing damage, reconstruction, and repair or which is the responsibility of the Apartment Owner, shall be paid by the Association to the Apartment Owner, for repair, or if there is a mortgagee endorsement, then to the Apartment Owner and the mortgagee jointly.

(ii) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Association.

14. USE RESTRICTIONS.

The use of the Condominium shall be in accordance with the following provisions:

(a) Each of the Apartment Units shall be occupied only by a commercial enterprise and for no other purpose. No Apartment Unit shall be used or occupied as a residence or living quarters. No Apartment Unit may be divided or sub-divided into a smaller unit, nor any portion thereof sold or otherwise transferred without the express written consent of the Owners.

(c) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Apartment Units.

(d) No use or practice shall be permitted on the Condominium which is the source of annoyance to its occupants or which interferes with the peaceful possession and proper use of the Condominium by its Apartment Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Apartment Owner shall permit any use of his Apartment Unit or of the Common Elements, which will increase the rate of insurance upon the Condominium. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(e) Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by the partnership agreement and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Apartment Owners and residents of the Condominium upon request.

15. OWNER'S UNITS AND PRIVILEGES.

(a) The Owner (B and A Investments, a partnership), is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Apartment Units to any person approved by it. Said Owner shall have the right to transact, on the Condominium property, any business necessary to consummate the sale or lease of Units, including, but not limited to, the right to have signs, employees in a sales office, use the Common Elements and to show Apartment Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Owner.

(b) Until the Owner shall have sold all of the Apartment Units, neither the Apartment Owners, nor the Association, nor the use of the Condominium property, shall interefere with the sale of Apartment Units, and, so long as there are unsold Apartment Units, the Owner retains the

right to be Owner thereof, under the same terms and conditions as other Apartment Owners, save for this right to sell, rent or lease as contained in this paragraph, including the privilege to vote and the duty to pay assessments on the Apartment Units so held.

16. MORTGAGING OF APARTMENTS.

No Apartment Owner may mortgage his Apartment Unit or any interest therein without the approval of the Association, except to a bank, a real estate investment trust, life insurance company, or a federal or state savings and loan association, or the Tennessee Housing Development Agency, or any other entity of the State of Tennessee or the United States, qualified to make mortgage loans on condominiums. Additionally, any individual Apartment Owner may retain a vendor's lien, whether such be by mortgage, deed of trust, or installment deed, upon the sale of an Apartment Unit by such Apartment Owner to a subsequent purchaser. The approval of any other mortgage shall be subject to conditions determined by the Association.

17. NOTICE OF MORTGAGE LIEN OR SUIT.

(a) An Apartment Owner shall give notice to the Association of every lien upon his Apartment Unit, other than for mortgages as set out in Paragraph 16 above, taxes, and special assessments, within ten (10) days after the attaching of the lien.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his Apartment Unit within five (5) days after the Apartment Owner receives knowledge thereof.

(c) Those mortgages described in Paragraph 16 above shall be reported to the Association by the Apartment Owner within thirty (30) days of their becoming a valid encumbrance on the Apartment Unit.

(d) Failure to comply with this Paragraph 17 will not affect the validity of any mortgage instrument or the enforcement thereof at public sale or at any judicial sale to enforce the liens considered herein.

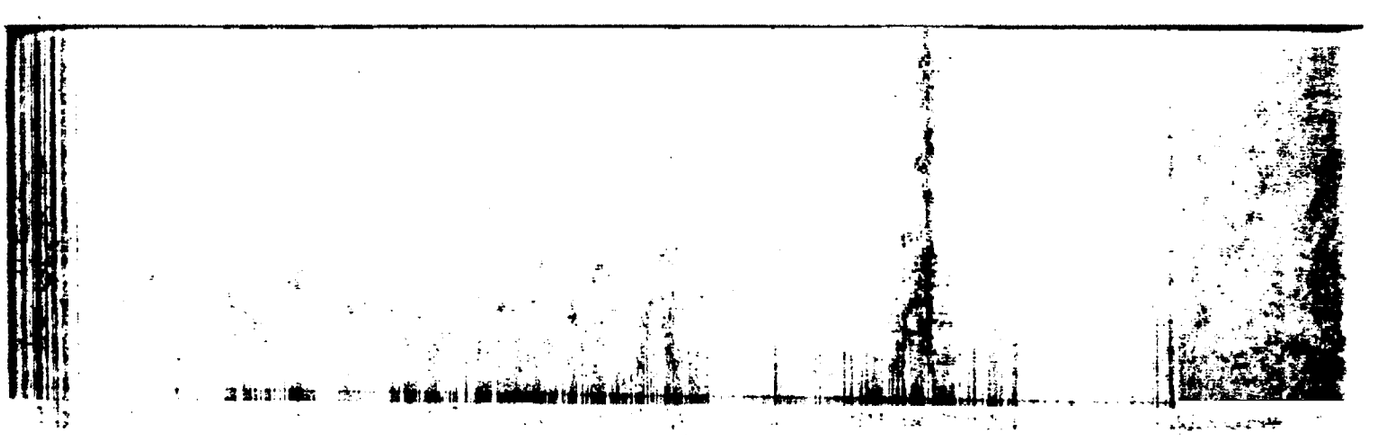
18. COMPLIANCE, DEFAULT AND REMEDIES.

(a) Each Apartment Owner shall be governed by, and shall comply with, the terms of this Master Deed, By-Laws, and rules

and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association to the relief described in subparagraphs (b) and (c) of this Paragraph 18 in addition to the remedies provided by the Condominium Act. A default shall entitle the Apartment Owner to the relief described in subparagraph (b) of this Paragraph 18.

(b) An Apartment Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his invitees, licensees, or his guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment, of an Apartment Unit, or its appurtenances. In any proceeding arising because of an alleged default by an Apartment Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

(c) In the event of any violations of the provisions of the Act, this Master Deed, By-Laws, or rules and regulations of the Association by any Apartment Owner (either by his own conduct or by the conduct of any occupant of his Unit), the Association, or its successors or assigns, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Apartment Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Apartment Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinafter in this subparagraph (c), or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum, until paid, shall be charged to and assessed against such defaulting Apartment Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit, and its appurtenant interest in the Common Elements, of such defaulting Apartment Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Land; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage



or deed of trust on the Unit, to the extent hereinabove set forth in Paragraph 8 hereof. In the event of any such default by an Apartment Owner, the Association and the Manager or Managing Agent if so authorized by the Association, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Apartment Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

The violation of any restriction or condition or regulation adopted by the Association, or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to any other rights provided for in this Master Deed:

(i) to enter (either peaceably or forceably without liability to such Apartment Owner for such entry) upon the unit, or any portion of the Land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(iii) to take possession (either peaceably or forceably without liability to such Unit Owner for such entry) of such Apartment Owner's interest in the Land and to maintain an action for possession of such Unit in the manner provided by law.

If any Apartment Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed, the By-Laws, or the regulations adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Apartment Owner in writing from the Association, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association,then the Association shall have the power to issue to said defaulting Apartment Owner a notice in writing terminating the rights of said defaulting Apartment Owner to continue as an Apartment Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Association against said defaulting Apartment Owner for a decree declaring the termination of said defaulting Apartment Owner's right to occupy, use, or control the Unit owned by him on account

of said violation, and ordering that all the right, title and interest in the Common Elements be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the Court shall determine, except that the Court shall enjoin and restrain the said defaulting Apartment Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Apartment Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Apartment Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Apartment Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Unit and the Common Elements subject to this Master Deed.

(d) The failure of the Association or any Apartment Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Master Deed, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

19. TRANSFER OF A UNIT--FIRST OPTION TO OTHER PARTNER.

(a) Unrestricted Transfers. Subject to subparagraph (b) below, an Apartment Owner may, without restriction under this Paragraph 19 of this Master Deed, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein. Notice of any such unrestricted transfer shall be given to the Other Partner to said transfer in accordance with subparagraph (c) below.

(b) Leases. A copy of every lease of an Apartment Unit, as and when executed, shall be furnished to the Other Partner. The terms of every such lease shall provide that the lessee under every such lease shall be bound by and subject to all of the obligations of the Apartment Owner under this Master Deed and By-Laws. The Apartment Owner making such lease shall not be relieved thereby from any of said obligations. The Other Partner shall have all the authority in its sole discretion to require at any time that any Apartment Owner who is leasing his Unit, place on deposit with the

Association such reasonable sums as the Association may require and determine to be used as an indemnity against loss or damage to the Common Elements which might be caused by such Apartment Owner's lessee. The terms of the indemnity shall be such terms as might be satisfactory to the Association.

(c) Notice to the Other Partner of Certain Transfers. Whenever Apartment Owner shall propose to sell, give, devise, lease or otherwise transfer his Unit, or any interest therein, to any person or entity, such Apartment Owner shall give the Other Partner not less than thirty (30) days prior written notice of the proposed transfer. The notice shall briefly describe the type of transfer proposed by Apartment Owner, and shall state the name, address, and financial and character references of the proposed transferee. The notice shall also include a copy of any proposed lease, contract for sale, or other documents effecting said transfer.

(d) Other Partner's First Option.

(i) If Proposed Transfer is a Sale. If Apartment Owner proposes to sell his Unit to any person or entity for a period of thirty (30) days following the date notice of said proposed transfer is given to the Other Partner, said Other Partner shall have the first right, at its option, to purchase such Unit from Apartment Owner (the "transferring party") upon the terms described in said notice.

(ii) If Proposed Transfer is a Gift. If Apartment Owner proposes to make a gift of his Unit, to any person or entity for a period of thirty (30) days following the date notice of said proposed transfer is given to the Other Partner, the said Other Partner shall have the first right, at its option, to purchase such Unit. The price to be paid by the Other Partner for such Unit, or interest therein, shall be agreed upon by Apartment Owner (the "transferring party") and the Other Partner, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph (e) herein.

(iii) If Proposed Transfer is Upon the Death of Apartment Owner. If Apartment Owner dies and under applicable law his Unit, or any interest therein, is subject to a probate proceeding, then during the six (6) months after appointment of a personal representative of such deceased Apartment Owner, the Other Partner shall have the first right, at its option, to purchase such Unit either from the devisee thereof named in such deceased Apartment Owner's Will, if any, or from the appointed personal representative of such deceased Apartment Owner who is empowered or authorized to sell such Unit (the "transferring party"). The price to be paid by the Other Partner for such Unit

shall be agreed upon by the said Other Partner and said transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in subparagraph (e) herein.

(e) Determination of Disputed Purchase Price. If the price to be paid by the Other Partner for a Unit, pursuant to subparagraph (d)(ii) and (d)(iii) above, is not promptly agreed upon, said price shall be equal to the fair market value of such Unit, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Other Partner, and, in the event of no prompt agreement on said appraisers, one chosen by the transferring party, one chosen by the Other Partner, and a third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half (1/2) by the transferring party and one-half (1/2) by the Other Partner as a Common Expense.

(f) Election Not to Exercise First Option. The Other Partner shall, within sixty (60) days thereafter, elect either to exercise or not to exercise its first option hereunder. The Other Partner shall be deemed to have elected not to exercise its first option if either:

(i) the Other Partner notifies the transferring party that it has elected not to exercise its option; or

(ii) the Other Partner fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Other Partner elects to exercise its option.

If the Other Partner elects not to exercise its first option, in the case of a proposed sale or gift of a Unit, the transferring party may proceed to close said proposed transfer any time within ninety (90) days after said election. Thereafter, said transfer of such Unit shall become again subject to the Other Partner's right of first option, as herein provided.

(g) Other Partner's Right to Purchase at a Foreclosure Sale. The Other Partner shall have the power and authority to purchase, any Unit, or interest therein, at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or direction of a court, or at any other involuntary sale.

The Other Partner shall have authority to make special assessments proportionately among the respective Apartment Owners, and such other financing arrangements as it may deem desirable, in order to close and consummate the purchase of a Unit, by the Other Partner. However, no such financing arrangement may be secured by an encumbrance on any interest in property other than the Unit to be purchased, and the interest in the Common Elements appurtenant thereto.

(j) Miscellaneous.

(i) A transfer or lease of a Unit, or interest therein, by or to the Other Partner, Owner or the holder of any deed of trust or mortgage on a Unit which comes into possession of the mortgaged Unit pursuant to remedies provided in such deed of trust or mortgage, or pursuant to foreclosure of such deed of trust or mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such deed of trust or mortgage, shall not be subject to the provisions of this Paragraph 19.

(ii) The Association shall hold or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Association, for the benefit of all Unit Owners. The Association shall have authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Association shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit.

(iii) All notices referred to or required under this Paragraph 19 shall be given in writing by certified mail, return receipt requested, or by personal service.

(iv) The Association may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 19, for the purpose of implementing and effectuating said provisions.

(v) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Paragraph 19, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

20. AMENDMENTS.

This Master Deed may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by the members of the Association. Members not present in person or by proxy, at the meetings in which the amendment is considered, may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.

Such approval must be by seventy-five percent (75%) of the votes of the entire membership of the Association.

(c) No amendment shall discriminate against any Apartment Owner, or against any Apartment Unit or class or group of Apartment Units, unless the Apartment Owners so affected shall consent. No amendment shall change any Apartment Unit, nor the share in the Common Elements appurtenant to it; nor increase the Apartment Owner's share of the Common Expenses, unless the Apartment Owner of the Apartment Unit, and all record owners of liens thereon, shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

21. TERMINATION.

The Condominium may be terminated in the following manner:

(a) In the event it is determined under Paragraph 12(c) that the apartment building shall not be reconstructed because of substantial loss in accordance with T.C.A. §64-2718, as amended, the condominium plan of ownership will be thereby terminated.

(b) The Condominium may be terminated at any time after obtaining the prior approval in writing of all Apartment Owners and by all record owners of liens thereon in accordance with T.C.A. §64-2709.

(c) The termination of the Condominium shall be evidenced by a deed in compliance with T.C.A. §64-2709, certifying the facts affecting the termination, which deed shall become effective upon being recorded in the Register's Office of Davidson County, Tennessee.

22. APPROVAL RIGHTS OF MORTGAGEES.

Unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each mortgage owned), or Apartment Owner's (other than Owner) of the Apartment Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium project except as provided by T.C.A. §64-2718, as amended, in case of substantial loss to the Apartment Units and the Common Elements of the Condominium;

(b) Change the prorata interest or obligations of any Apartment Unit for the purpose of:

(i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) Determining the prorata share of ownership of each Apartment Unit in the Common Elements.

(c) Partition or subdivide any Apartment Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Apartment Units and/or Common Elements of the Condominium project.

24. NON-LIABILITY OF THE OWNERS, THE ASSOCIATION MEMBERS AND THE OFFICERS OF THE ASSOCIATION.

The Owners, members of the Association, and officers of the Association, shall not be personally liable to the Apartment Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Owner, member of the Association, or officer of the Association, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Apartment Owners shall indemnify and hold harmless each of the members of the Association, officers of the Association or Owners, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Paragraph 8 of the By-Laws.

25. DUTY OF APARTMENT OWNERS TO PAY REAL PROPERTY TAXES.

All Apartment Owners shall be required to pay all real property taxes assessed against such Apartment Owner's Unit and his respective interest in the Common Elements on or before January 1, of the year following the year for which such taxes were assessed. If such taxes are not paid by said date, then Owner may elect to pay such taxes and in such event Owner shall have a right to collect the amount paid from the Apartment Owner, plus interest from the date of

such payment at the highest rate permitted to be charged under the laws of the State of Tennessee, in effect from time to time, together with all costs of collection, including reasonable attorney's fees.

26. FORM OF DEED.

The form of deed, which will be used to convey Apartment Units to the Apartment Owners under the terms of this Master Deed, shall be substantially in accordance with the form which is attached hereto as Exhibit "D" which by reference is made a part hereof, as fully as if copied herein.

27. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Master Deed, the By-Laws, and the regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, B and A Investments, a partnership, as owner of the real estate herein conveyed, as Owner, has executed this Master Deed on the 28th day of December, 1981.

B AND A INVESTMENTS

BY: Nade D. A Lan

Title: Partner

"OWNER"

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5835 PAGE 276

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Wade L. Thomas, with whom I am personally acquainted, and who upon oath acknowledged himself to be ~~the~~ a partner of B and A Investments, the within named bargainor, a partnership, and that he as such partner being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by Wade L Thomas, as a partner.

Witness my hand and official seal at office in Davidson County, Tennessee, this the 28 day of Dec, 1981.

John B Link III
NOTARY PUBLIC

My Commission Expires: 10/17/82

EXHIBIT A TO MASTER DEED FOR B AND A CONDOMINIUMS

Two tracts of land in Davidson County, Tennessee, the first tract being the easterly 44 feet of Lot No. 18 on the Plan of E. C. Scruggs Lots in West Nashville, being a Subdivision of the Read Tract and the Burch Orchard of record in Book 57, page 114, Register's Office for Davidson County, Tennessee, described according to a loan survey by Hal R. Swann, Jr., Surveyor, September 6, 1958.

Said part of said lot fronts 44 feet on the north side of Belcourt Avenue and runs back between parallel lines, 141 feet, more of less, field measurement to an alley.

Being the same property conveyed to The Hoblyn Corporation, by deed from Finis R. Sharp, Jr., of record in Book 3970, page 17, Register's Office for Davidson County, Tennessee.

and;

Land in Davidson County, Tennessee, being the westerly 74 feet of Lot No. 19 on the Plan of E. C. Scruggs' Subdivision of the Burch Orchard and Read Tracts, as of record in Book 57, page 114, Register's Office for said County.

Said part of Lot No. 19 fronts 74 feet on the northerly side of Belcourt, formerly Carlton, Street and runs back between parallel lines 142 1/2 feet to an alley.

Being the same property conveyed to The Hoblyn Corporation by deed from Robert Ford and wife, Nina Ford, of record in Book 3970, page 18, Register's Office for Davidson County, Tennessee.

PERCENTAGE OF EACH APARTMENT UNIT UNDIVIDED OWNERSHIP INTEREST IN COMMON ELEMENTS

Apt. Unit #	% of Ownership in Common Elements
1 (the downstairs unit)	50%
2 (the upstairs unit)	50%

EXHIBIT B TO MASTER DEED FOR B AND A CONDOMINIUM

BY-LAWS FOR B AND A CONDOMINIUM
and
B AND A CONDOMINIUM INVESTMENTS

1. IDENTITY: These are the By-Laws of B and A Condominium herein called "the Condominium" and B and A Investments, hereinafter called "the Association", a partnership formed in accordance with the laws of the State of Tennessee, and Tennessee Code Annotated 61-1-101, et seq.

The Association has been organized for the purpose of administering a Condominium pursuant to Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, herein called the "Horizontal Property Act", which Condominium is identified by the name B and A Condominium and is located upon the property known as 2120 Belcourt Avenue, Nashville, Tennessee.

The office of the Association shall be at the said address.

2. MEMBERS: The members of this Association shall be B and A Investments, hereinafter referred to as the "Owner" until such time as it has conveyed all Apartment Units to individual owners, and those grantees of record to whom it may sell Apartment Units, and all subsequent Apartment Owners in B and A Condominium.

3. MEETINGS OF MEMBERS:

(a) The first meeting of the members shall be held at the office of the Association on the 28 day of Dec, 1981, at 10.00 A m. Thereafter, the annual meeting of the members shall be held in the month of January in each year at a date and time to be announced by the Association.

(b) Special meetings of members shall be held whenever called by the President or Vice-President, or by one of the owners, and shall be called by such officers upon receipt of a written request from members entitled to cast not less than one-half (1/2) of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time

and place, and the objects for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meeting.

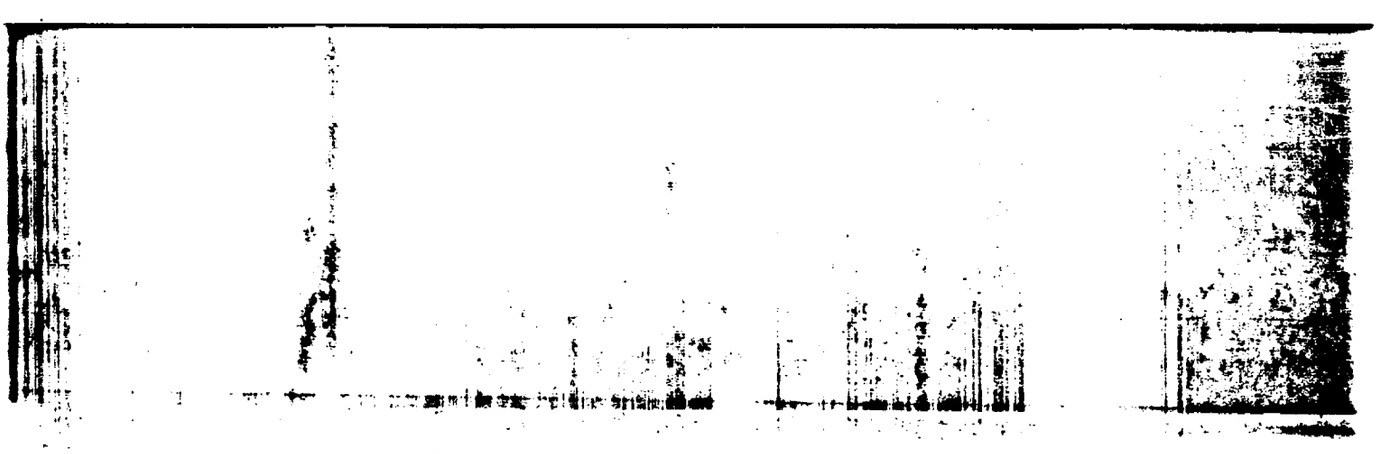
(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in paragraph (c) of this Article.

(e) The aggregate number of votes for all Apartment Owners shall be one hundred (100) and shall be allocated among the Apartment Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit A-1 of the Master Deed.

If an Apartment Unit is owned by one (1) person, his right to vote shall be established by the record title to his Apartment Unit. If an Apartment Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Apartment Unit shall be designated by a certificate signed by all of the record owners of the Apartment Unit and filed with the Secretary of the Association. If an Apartment Unit is owned by a corporation, the person entitled to cast the vote for the Apartment Unit shall be designated by a certificate of appointment signed by the President or Vice-President of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Apartment Unit concerned. A certificate designating the person entitled to cast the vote of an Apartment Unit may be revoked by any Apartment Owner there.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) The presence of individual Apartment Owners entitled



to cast a majority (more than fifty votes) of the Association is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Master Deed or these By-Laws.

(h) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(i) election of a chairman of the meeting, if the President is unavailable to preside;
(ii) calling of the roll and certifying the proxies;
(iii) proof of notice of meeting or waiver of of notice;
(iv) reading and disposal of any unapproved minutes;
(v) reports of officers;
(vi) reports of committees;
(vii) election of inspectors of election;
(viii) unfinished business;
(ix) new business; and
(x) adjournment.

4. MANAGERS:

(a) The affairs of the Association shall be managed by one Manager representing each of the two apartments. Until their replacement at the next meeting of the Association, the Managers will be Wade Thomas and John M. Gould, who shall serve without compensation.

(b) At the second annual meeting of the members of the Association, two Managers shall be elected. The election shall be by ballot with a simple majority electing a manager.

(c) Except as to vacancies provided by removal of a Manager, vacancies occurring between annual meetings of members shall be filled by the remaining Manager, said vacancy to be filled from the Owner not then represented.

(d) Any Manager may be removed for good cause shown.

5. MANAGERS' MEETINGS:

Regular meetings of the Managers may be held at such time and place as shall be determined from time to time by agreement of the two Managers. All actions taken by the Managers must be by agreement of the two Managers acting for the Association.

Minutes of all meetings of the Managers shall be made and maintained.

6. POWERS AND DUTIES OF THE MANAGERS OF THE ASSOCIATION. All of the powers and duties of the Association existing under the Horizontal Property Act, the Master Deed and these By-Laws shall be exercised exclusively by the Managers, their agents, contractors or employees, subject only to the approval by Apartment Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the two Managers that are elected to act for the Association. The Association and its Managers are specifically charged with the responsibility of providing for the care, upkeep of the Buildings and all Common Elements, Limited Common Elements, and services, pursuant to the provisions of the Master Deed.

Specifically included in the foregoing general powers of the Managers are the following powers and duties, which are listed by way of enumeration and not by limitation:

(a) To administer the affairs of the Association and Condominium property;

(b) To maintain, repair, replace, administer and operate the condominium property or any part thereof for all the Apartment Owners upon such terms and for such compensation and authority as the Association may approve;

(c) To formulate policies for the administration, management and operation of the Condominium property and the Common Elements.

(d) To adopt rules and regulations, with written notice thereof to all Apartment Owners, governing the administration, management, operation and use of the Condominium property and the Common Elements, and to amend such rules and regulations from time to time;

(e) To provide for maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval as needed;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for maintenance, repair, replacement, administration, management and operation of the Condominium property and the Common Elements, and to delegate any such powers to any designated employee or agent or other personnel as required;

(g) To appoint committees and to delegate to such committees authority to carry out certain duties of the management;

(h) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Association deems advisable;

(i) To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Apartment Owners their respective shares of such estimated expenses, as hereinafter provided;

(j) To enter into any lease agreement for lease of premises suitable for use as commercial space, upon such terms as the Association may approve;

(k) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

(l) To secure insurance policies as required by the Master Deed and in this regard, annually to review the amounts of coverage afforded by such policy or policies;

(m) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of the majority of Apartment Owners as expressed in resolutions duly adopted at any annual or special meeting of Apartment Owners;

(n) To exercise all other powers and duties of Apartment Owners as a group referred to in the Condominium Act, or in the Master Deed or these By-Laws.

Specifically, whenever in these By-Laws or in the Master Deed the Association has given the power to take any action it is the intention of such instrument that the Association or the Managers shall act for the Association in all cases, and except to the extent that is expressly provided that action may be taken upon vote of the Apartment Owners.

Nothing in these By-Laws shall be considered to grant to the Association or the Managers, or to the Officers of the Association, any powers or duties which, by law, have been delegated to the Apartment Owners.

7. OFFICERS:

(a) The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. These officers are to be elected by the members of the Association by a majority vote for each officer.

(b) The President shall assume those duties normally assigned to the President of an organization, shall preside at meetings, and shall generally be in charge of conducting the affairs of the Association.

(c) The Vice-President shall, in the absence or disability

of the President, exercise the powers and perform the duties of the President. He shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association and/or the Apartment Owners.

(d) The Secretary shall keep the minutes of all proceedings of all meetings of the Association and the Apartment Owners. He shall attend to the giving and serving of all notices to the Members and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the President of the Association.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer.

8. INDEMNIFICATION:

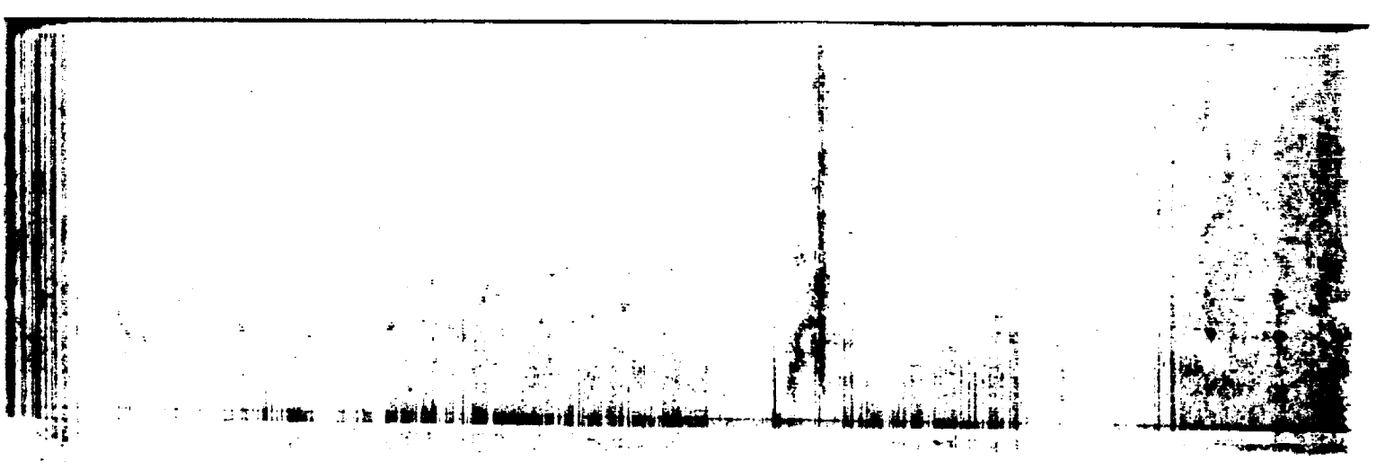
(a) The Association shall indemnify and hold harmless each of its officers, managers, committee members, against all contractual and other liabilities to others arising out of contracts made by or other acts of such persons on behalf of the Apartment Owners or arising out of their status as officers, committee members or owner, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such officer, committee member or manager may be involved by virtue of such persons being or having been such officer, committee member or owner, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties or (b) any matter settled or compromised, unless the Association determines there is not reasonable ground for such persons being adjudged

liable for gross negligence or fraud in performance of his duties as such officer, committee member or owner.

(b) To the extent that the Owner or a member of the Association or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(c) Expenses incurred in defendant a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Association in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Paragraph 8.

(d) The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this paragraph, provided, however, that the liability of the Apartment Owners arising out of any contract made by or other acts of the Managers, Association, Officers, Members of Committess, or Owners, or out of the aforesaid indemnity in favor of the named persons shall be limited to such proportion of the total liability hereunder as said Apartment Owner's percent of interest in the Common Element, bears to the total percentage interest of all the Apartment Owners in the Common Elements. Every agreement made by the Managers, Association, Officers or Committee Members, on behalf of the Apartment Owners shall provide that said persons are acting only as agents for the Apartment Owners and shall have no personal liability thereunder except as Apartment Owners, and that such Apartment Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Element bears to the total percentage interest of all Apartment Owners in the Common Element. The indemnification provided by this Paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such



right to indemnification shall continue as to a person or entity who has ceased to be Owner or Officer of the Association or Manager or a Member of such Committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. ASSESSMENTS:

(a) Assessments against the Apartment Owners for their share of the items of the budget shall be made on or before the 20th day of December preceeding the year for which the assessments are made. Such assessments shall be paid in twelve (12) equal payments due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment. In the event the annual assessment proves to be insufficient, The budget and assessments therefor may be amended at any time by the Association. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

(b) Every person who purchases, or otherwise acquires title to, an Apartment Unit shall make an advance payment of one-twelfth (1/12) of the then current annual assessment to the Association, plus one year's insurance premium with respect to such Apartment Unit, at the time of the closing of the initial sale by the Owner and following such initial sales by the Owner, then at the time of each such subsequent sale to any person or entity who acquires title to an Apartment Unit.

(c) If an Apartment Owner shall be in default in the payment of an installment upon an assessment the Association may accelerate the remaining installments of the assessment upon notice thereof to the Apartment Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Apartment Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(d) In the event that during the course of any year it shall appear to the Association that the annual assessment,

payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Association shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Apartment Owner, and thereupon a supplemental assessment shall be made to each Apartment Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Association.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Association and in which the money of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by both Wade Thomas and John M. Gould or their legally appointed successors.

(f) A closing of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(g) The Association shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Association may determine.

The Association shall, upon receipt of ten (10) days written notice to the Association and upon payment of a reasonable fee, furnish any Apartment Owner a statement of his accounts setting forth the amount of the unpaid assessment or other charges due and owing from such Apartment Owner.

10. RULES AND REGULATIONS: The Association is expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Apartment Units and the common areas, including the imposition of penalties for violation thereof.

(a) No animals shall be raised, bred or kept on the premises.

(b) No apartment or portion thereof shall be used for any activity that is illegal, immoral or contrary to the existing laws of the State of Tennessee, the County of Davidson or the Metropolitan Government of Nashville, Davidson County, Tennessee.

11. AMENDMENTS: These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by the Association or by the members of the Association or by Apartment Owners. Owners and Members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Such approvals must be by simple majority.

(c) No amendment shall discriminate against any Apartment Unit or class or group of Apartment Units unless the Apartment Owners so affected shall consent. No amendments shall change any Apartment Unit, nor the share in the Common Elements appurtenant to it, nor increase the Apartment Owner's share of the Common Expenses, nor change the voting rights of members, unless the record owner of the Apartment Unit concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.

12. PARLIAMENTARY RULES: Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Master Deed, the Partnership Agreement or these By-Laws.

13. DEFINITION OF TERMS. The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed for B and A Condominium, which Master Deed is recorded in the Register's Office of Davidson County, Tennessee.

The term "member" as used in these By-Laws, means "Apartment Owner" as defined in the Master Deed.

14. COMPLIANCE WITH STATUTE. These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of Tennessee, Chapter 27 of Title 64, Tennessee Code Annotated, as it may be amended from time to time. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing By-Laws were adopted as the By-Laws of the B and A Condominium and the B and A Condominium Association by the undersigned on this the 28th day of December, 1981.

B AND A CONDOMINIUM

BY: John Michael Gould

BY: Wade D. Thomas

EXHIBIT C TO THE MASTER DEED FOR B AND A CONDOMINIUM

PARTNERSHIP AGREEMENT
OF
B AND A INVESTMENTS

THIS AGREEMENT executed this the 16th day of December, 1981, between WADE THOMAS and WILLIAM JORDON, a partnership known as Belcourt Partners and hereinafter referred to as "Group A", and JOHN M. GOULD, STEVE W. TURNER, CHRISTOPHER THEISS and HAROLD HEFNER, a partnership called Archiblob and hereinafter referred to as Group "B". It is the express intent and design of this Partnership Agreement to create a partnership between the existing partnerships, A and B, heretofore described.

1. NAME.

The name of the partnership shall be "B and A Investments."

2. PLACE OF BUSINESS.

The principal place of business of the partnership shall be at 2120 Belcourt Avenue, Nashville, Davidson County, Tennessee.

3. NATURE OF BUSINESS.

The partnership is being organized for the purpose of administering a condominium pursuant to Title 64, Section 2701, et seq., as amended, Tennessee Code Annotated, hereinafter called the "Horizontal Property Act," which condominium is identified by the name, "B and A Condominium" and is located upon property known as 2120 Belcourt Avenue, Nashville, Davidson County, Tennessee.

4. DURATION.

The partnership shall commence on the 16th day of December, 1981, and shall continue until terminated as herein provided.

5. CAPITAL.

The initial capital of the partnership shall be Five Thousand Dollars ($5,000.00). Each partner agrees to contribute cash in accordance with the following schedule:

Partner	Amount	Percent
Group A	$2,500.00	50%
Group B	2,500.00	50%

It is understood and agreed between the partners, i.e., Group A and Group B, that this Five Thousand Dollars capital investment is to be for the sole purpose of housekeeping and maintenance and is not to be used for renovations or for the purchase of the building as the renovations funds will be a separate fund and the funds used to purchase said building will also be a separate fund.

6. CONTRIBUTION OF ADDITIONAL CAPITAL.

The partners shall contribute in equal shares any additional capital that they may deem to be necessary to the operation of the partnership business.

7. ALLOCATION OF DEPRECIATION OR GAIN OR LOSS ON CONTRIBUTED PROPERTY.

The partners understand that for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from the fair market value at which such property was accepted by the partnership at the time of its contribution. Nevertheless, the partners intend that the general allocation rule set forth in Section 704(c)(1) of the Internal Revenue Code of 1954 shall apply, and that the depreciation or gain or loss arising with respect to such property shall be allocated equally between the partners, i.e., Group A and Group B, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been purchased by the partnership at a cost equal to such adjusted tax basis.

8. CAPITAL ACCOUNTS.

An individual capital account shall be maintained for each partner. The capital of each partner shall consist of his original contribution of capital, increased by (a) additional capital contributions, and (b) any credit balances transferred from his drawing account to his capital account, and decreased by (a) distributions in reduction of partnership capital, and (b) his share of partnership losses, if charged to the capital accounts of the partners.

9. SALARIES.

No partner shall receive any salary for services rendered to the partnership.

10. MANAGEMENT.

The partners, i.e., Group A and Group B, agree that Wade Thomas shall be the managing partner representing Group A and John M. Gould shall be the managing partner representing Group B. The management of the partnership shall be by these two named individuals and by no others. It is further agreed by the partners, i.e., Group A and Group B, that Wade Thomas and John M. Gould shall have the exclusive authority to execute deeds of trust on the partnership's real property.

11. LIMITATIONS ON PARTNERS' POWERS.

No partner shall, without the consent of the other partner:

(a) Borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans;

(b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all the property of the partnership.

(d) Become a surety, guarantor, or accomodation party to any obligation.

12. BOOKS OF ACCOUNT.

The partnership shall maintain adequate accounting records. All books, records and accounts of the partnership shall be open at all times to inspection by all partners.

13. ACCOUNTING BASIS.

The books of account shall be kept on an accrual basis.

14. FISCAL YEAR.

The books of account shall be kept on a fiscal year basis commencing January 1 and ending December 31, and shall be closed and balanced at the end of each fiscal year.

15. ANNUAL AUDIT.

The books of account shall be closed at the end of each fiscal year by a certified public accountant chosen by the partners.

16. BANKING.

All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. Checks shall be drawn on the partnership bank account for partnership purposes only and shall be signed by Wade Thomas and John M. Gould.

17. ELECTION OF REMAINING PARTNER TO CONTINUE BUSINESS.

In the event of the withdrawal or termination of a partner, the remaining partner shall have the right to continue the business of the partnership under its present name, either by itself or in conjunction with any other person or persons it may select, but it shall pay to the withdrawing or terminating partner, or to the legal representative of the said partner, as the case may be, the value of its interest in the partnership, as provided in the following paragraph.

18. VALUATION OF PARTNER'S INTEREST.

The value of the interest of a withdrawing or terminating partner shall be the sum of: (a) its capital account, (b) any unpaid loans due it, (c) its proportionate share of accrued net profits remaining undistributed in its drawing account, and (d) its interest in any prior agreed appreciation in the value of the partnership property over its book value.

20. PAYMENT OF PURCHASE PRICE.

The value of the partner's interest as determined in the above paragraph shall be paid without interest to the withdrawing or terminating partner, or to the legal representative of the said partner, as the case may be, in _____ monthly installments, commencing on the first day of the second month after the effective date of the purchase.

21. TERMINATION.

In the event the remaining partner does not elect to purchase the interest of the withdrawing or terminating partner, or in the

event the partners mutually agree to dissolve the partnership, the partnership shall terminate and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all moneys remaining undistributed in the drawing account of the partners shall be paid to the partners respectively entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the partners on the basis of their respective capital accounts as they stood upon the date of such termination after crediting or debiting thereto the net profit or loss accrued or incurred, as the case may be, from the date of the last accounting to the date of termination.

21. NOTICES.

All notices provided for under this agreement shall be in writing and sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

22. RESOLUTION OF DISPUTES.

In the event the representatives of Group A and Group B, i.e., Wade Thomas and John M. Gould, reach an impass that cannot be resolved, then the partners agree that a third person, mutually acceptable to both Wade Thomas and John M. Gould, will be selected and that third person will break the deadlock.

IN WITNESS WHEREOF, the partners have executed this agreement on the date above written.

GROUP A:

WADE THOMAS

WILLIAM JORDAN

GROUP B, a partnership also known as "Archiblob:"

JOHN M. GOULD

STEVE W. TURNER

CHRISTOPHER THEISS

HAROLD HEFNER

RUSH

G.T. 73593

IDENTIF. REFERENCE

DEC 30 11 35 AM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

12/30 135.00