THIS INSTRUMENT PREPARED BY
George R. Fusner, Jr.
WHITE & REASOR
3305 West End Avenue
Nashville, Tennessee 37203

Name/Address of New Owners:	Send Tax Bills To:	Map-Parcel Nos.:
WEBB/RIVERGATE VENTURES, A Tennessee General Partnership Composed of Wesley N. Williams and R. Dudley Webb 2323 Hillsboro Road Nashville, Tennessee	Same	26-0-92 26-0-107 26-0-111 Part of 26-10-9 Part of 26-14-49

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Three Million One Hundred Forty-One Thousand Six Hundred Thirty-Three and 38/100 Dollars ($3,141,633.38), and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, RIVERGATE, LIMITED, a Tennessee limited partnership, by FREEMAN PROPERTIES, INC., a Tennessee corporation, its General Partner ("Grantor"), has bargained and sold, and by these presents does transfer, convey and specially warrant unto WEBB/RIVERGATE VENTURES, a Tennessee general partnership composed of Wesley N. Williams and R. Dudley Webb ("Grantee"), Grantee's heirs, successors and assigns, a tract of land located and lying in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth in Exhibit "B," which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $3,141,633.38.

Affiant

SWORN TO AND SUBSCRIBED before me, this 25th day of July, 1985.

George R. Fusner, Jr., Notary Public

Commission Expires 1/10/89 State of Tennessee, at Large

This is unimproved Property.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Deed on this the 25th day of July, 1985.

RIVERGATE, LIMITED

By: Freeman Properties, Inc.
General Partner

By: Glenda C. McClellan
Glenda C. McClellan, Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, George R. Fusner, Jr., a Notary Public of the state and county aforesaid, personally appeared Glenda C. McClellan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Secretary of FREEMAN PROPERTIES, INC., the general partner of the within named bargainor, a partnership, and that she as such Secretary executed the foregoing instrument for the purpose therein contained by signing the name of the corporation for the partnership by herself as Secretary.

Witness my hand and seal, this 25th day of July, 1985.

George R. Fusner, Jr., Notary Public
State of Tennessee, at Large

My Commission Expires: 1/10/89

EXHIBIT "A"

LEGAL DESCRIPTION

Being two tracts of land in the City of Goodlettsville, Second Civil District, Eleventh Councilmanic District, Davidson County, Tennessee. Located on Conference Drive, East of Interstate 65 and Wade Circle, and being more particularly described as follows:

TRACT I

Being located between Conference Drive and Interstate 65, adjacent to the north and east boundaries of Terra View Subdivision (Revised);

BEGINNING at a concrete monument in the easterly margin of Interstate 65, being in the northerly boundary of Terra View Subdivision, Revised of record in Book 1424, Page 4, R.O.D.C.; thence, with said margin north 42 degrees 21 minutes 17 seconds east, 575.05 feet to a monument; thence, continuing with said margin north 19 degrees 21 minutes 40 seconds east, 948.85 feet to an iron pin, said pin being south 19 degrees 21 minutes 40 seconds west, 178.39 feet from a monument, and said pin being the southwest corner to Tennessee Trust Company of record in Book 6100, Page 620, R.O.D.C.; thence, leaving said Interstate 65 with the southerly boundary to said Tennessee Trust Company north 86 degrees 13 minutes 26 seconds east, 539.81 feet to the westerly margin of Conference Drive; thence, with said margin south 03 degrees 48 minutes 51 seconds east, 19.58 feet to an iron pin; thence, with a curve to the left 570.96 feet to a point, said curve having a radius of 517.48 feet, a central angle of 63 degrees 13 minutes 00 seconds, a tangent distance of 318.46 and a chord of south 35 degrees 25 minutes 21 seconds east, 542.43 feet; thence, continuing with said margin south 67 degrees 01 minutes 51 seconds east, 200.00 feet; thence, with a curve to the right 585.95 feet to a point, said curve having a radius of 561.88 feet, a central angle of 59 degrees 45 minutes 00 seconds, a tangent distance of 322.77 feet and a chord of south 37 degrees 09 minutes 21 seconds east, 559.76 feet; thence south 07 degrees 16 minutes 51 seconds east, 152.88 feet to a point; thence, continuing with said margin with a curve to the left 307.03 feet to a point, said curve having a radius of 962.62 feet, a central angle of 18 degrees 16 minutes 27 seconds, a tangent of 154.83 feet and a chord of south 16 degrees 25 minutes 05 seconds east, 305.73 feet; thence, continuing with said margin south 25 degrees 33 minutes 37 seconds east, 877.32 feet to the northerly boundary of Rivergate East, Section One of record in Book 5200, Page 243, R.O.D.C.; thence, with said boundary south 64 degrees 19 minutes 38 seconds west, 324.48 feet to a monument in the northerly boundary to Brooks S. Fitzpatrick, et. ux., of record in Book 5711, Page 189, R.O.D.C.; thence, with said Fitzpatrick's northerly boundary north 82 degrees 15 minutes 22 seconds west, 1246.46 feet to a monument, the southeasterly corner to Terra View Subdivision, revised of record in Book 1424, Page 4, R.O.D.C.; thence, with the easterly boundary to said Subdivision north 11 degrees 55 minutes 30 seconds east, 761.49 feet to a monument, the northeast corner to said Subdivision; thence, with the common line between Lot Nos. 20 and 22 of said Subdivision south 55 degrees 23 minutes 38 seconds west, 334.28 feet to an iron pin in the northerly margin of Wade Circle North; thence, with said margin with a curve to the left 57.00 feet to a point, said curve having a radius of 100.00 feet, a central angle of 32 degrees 39 minutes 31 seconds, a tangent distance of 29.30 feet, and a chord of north 50 degrees 56 minutes 07 seconds west, 56.23 feet; thence, leaving said margin north 27 degrees 23 minutes 33 seconds east, 194.63 feet to an iron pin in the northerly bound-

ary of said Subdivision; thence, with said boundary north 85 degrees 30 minutes 55 seconds west, 966.38 feet to a monument, the point of beginning.

Containing 3,044,895 square feet or 69.90 acres, according to the survey of Barge, Waggoner, Sumner & Cannon dated May 7, 1985, revised May 17, and 28, 1985, File 8668-13.

TRACT II

Being located between the easterly margin of Conference Drive and the properties of Wood, Glaser, Farmer and Rager;

BEGINNING at the point of intersection of the easterly margin of Conference Drive and the northerly boundary of Rivergate East, Section One, of record in Book 5200, Page 243, R.O.D.C.; thence, with said margin of Conference Drive north 25 degrees 33 minutes 37 seconds west, 877.20 feet to a point; thence, continuing with said margin with a curve to the right 287.89 feet to a point, said curve having a radius of 902.62 feet, a central angle of 18 degrees 16 minutes 27 seconds, a tangent distance of 145.18 feet and a chord of north 16 degrees 25 minutes 05 seconds west, 286.67 feet; thence, north 07 degrees 16 minutes 51 seconds west, 152.88 feet to a point; thence, continuing with said margin with a curve to the left 478.52 feet to a point, said curve having a radius of 621.88 feet, a central angle of 44 degrees 05 minutes 15 seconds, a tangent distance of 251.81 feet and a chord of north 29 degrees 19 minutes 29 seconds west, 466.80 feet; thence, leaving said margin with the southerly boundaries to Joe Vickers Youth Center of record in Book 6100, Page 606, R.O.D.C., and Randall Phillips Builders, Inc., of record in Book 6100, Page 615, R.O.D.C., north 38 degrees 38 minutes 45 seconds east, passing an iron pin at 438.65 feet, in all a total distance of 750.00 feet; thence, with a curve to the right 226.30 feet to a point in the westerly boundary to Bobby Eugene Rager, et. ux., of record in Book 4936, Page 245, R.O.D.C., said curve having a radius of 1371.88 feet, a central angle of 09 degrees 27 minutes 05 seconds, a tangent distance of 113.41 feet and a chord of south 46 degrees 05 minutes 12 seconds east, 226.04 feet; thence, with said Rager's westerly boundary south 05 degrees 22 minutes 43 seconds east, 204.59 feet to a 3/4 inch pipe; thence, with the westerly boundaries to John R. Farmer, et. ux., of record in Book 3573, Page 453, R.O.D.C., and Rosemarie Glaser of record in Book 5130, Page 744, R.O.D.C., south 05 degrees 14 minutes 32 seconds east, 1216.42 feet to an iron pin; thence, with the northerly boundary to Frances M. and Clarence B. Wood of record in Book 4945, Page 407, R.O.D.C., south 57 degrees 43 minutes 20 seconds west 56.04 feet to an iron pin; thence, south 08 degrees 20 minutes 30 seconds west, 428.89 feet to an iron pin; thence, with Wood's westerly boundary south 25 degrees 40 minutes 22 seconds east, 190.49 feet to a monument, the northeast corner to Rivergate East, Section One; thence, leaving said Wood's boundary and with the northerly boundary to said Rivergate East, south 64 degrees 19 minutes 38 seconds west, 30.00 feet to an iron pin the point of beginning.

Containing 791,517 square feet or 18.17 acres, according to the survey of Barge, Waggoner, Sumner & Cannon dated May 7, 1985, and revised May 17; and 28, 1985, File 8668-13

Being a part of the same property conveyed to Rivergate, Limited by Deeds from F. Clay Bailey, Jr., Trustee, of record in Book 5057, Page 272; Book 6100, Page 608; Book 6100, Page 610; and by Deed from Rivergate Associates, a joint venture, of record in Book 5580, Page 958, all of the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

EXCEPTIONS

1. 1985 City of Goodlettsville and Metropolitan Government of Nashville and Davidson County, Tennessee taxes, which are prorated between the parties and assumed by Grantee.

2. Lack of direct access to and from Interstate Highway 65.

3. TVA easement, of record in Book 2487, Page 227, and Book 3067, Page 181, Register's Office for Davidson County, Tennessee.

4. A water tank site described by an agreement of record in Book 4922, Page 491, Register's Office for Davidson County, Tennessee.

5. Any portion of the property which is within the rights of way of either Conference Drive or Wade Circle.

6. A ten foot (10') water line easement to the Madison Suburban Utility District, of record in Book 4377, Page 94, Register's Office for Davidson County, Tennessee, and the water line along Conference Drive as shown on the survey of Barge, Waggoner, Sumner & Cannon dated May 7, 1985 and revised May 17, and 28, 1985.

7. Those items as shown on the plan of record in Book 1424, Page 4, Register's Office for Davidson County, Tennessee.

8. No warranty express or implied is made as to the exact acreage conveyed, both parties relying upon the the survey of Barge, Waggoner, Sumner & Cannon dated May 7, 1985 and revised May 17, and 28, 1985.

gcm

J 2 3 6 3 2

IDENTIF. REFERENCE

JUL 25 1 33 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECD

Total principal indebtness under any Contingency is $3,100,000.00,

THIS INSTRUMENT PREPARED BY:

Glenn A. Hoskins
WEBB, SULLIVAN, LEMASTER,
HOSKINS & TURNER
1701 Vine Center
Lexington, Kentucky 40507

BOOK 6614 PAGE 761

DEED OF TRUST AND SECURITY AGREEMENT

THIS INDENTURE, made this 25th day of July, 1985, between WEBB/RIVERGATE VENTURES, a Tennessee general partnership, (herein called "Grantor"), and GLENN A. HOSKINS, (herein called "Trustee"), and CITZENS FIDELITY BANK AND TRUST COMPANY D/B/A CITIZENS FIDELITY MORTGAGE COMPANY, (herein called "Beneficiary");

WITNESSETH:

In consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, bargain and convey unto Trustee, his successors and assigns, the real estate described in Exhibit A, which is attached hereto and is incorporated herein by reference (said real estate hereinafter referred to as the "Real Estate");

TOGETHER with all Grantor's right, title, present and future interest, and claim to the Real Estate; and

TOGETHER with all easements and appurtenances belonging to the Real Estate and those owned by Grantor that are beneficial to the Real Estate, and with all tenements, emblements, and hereditaments, including all buildings, structures and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees and timber; and

TOGETHER with all trade, domestic and ornamental fixtures actually or constructively attached to the Real Estate, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are hereby recognized by the parties to this Indenture as fixtures: all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps, tanks; motors; conduits; switchboards; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings, door screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets and shelves; partitions; ducts and compressors; rugs, carpets, tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork and other decorative trimwork; ceiling tiles and panels; draperies; furniture and furnishings in commercial, institutional and industrial buildings; together with all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed thereon; (all the real estate described above, including the Real Estate and all fixtures, hereinafter referred to as the "Property");

TO HAVE AND TO HOLD said Property unto Trustee, his successors and assigns forever in trust to secure the payment of all indebtedness presently or hereafter owed by Grantor to Beneficiary, however arising, whether by note, contract, guaranty, operation of law or otherwise (all such indebtedness hereinafter called the "Secured Indebtedness"); and to secure the performance of the covenants and agreements contained herein. The Secured Indebtedness specifically includes, but is not limited to, the following obligations:

> The repayment of the indebtedness evidenced by a Deed of Trust Note dated July 25, 1985, executed by Webb/Rivergate Ventures, a Tennessee general partnership by Wesley N. Williams, Jr., in the principal sum of $3,100,000.00 (the "Note") which is incorporated herein by reference.

OFFICIAL RECEIPT

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

BOOK 6614 PAGE 760

RECEIVED OF _____

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

[illegible]

3166.15 CSTAX
.50 [illegible]
10.00 [illegible]
CHECK 3133.56-
[illegible]87/25/05 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 157476