Prepared by:
Patricia S. Carden, Attorney
Suite 200, 236 Fourth Avenue North
Nashville, TN 37219

MAP 75 PARCEL 138.00

BOOK 7037 PAGE 844

CANCELLATION OF CONVEYANCE

This instrument entered into this the 23rd day of July, 1986, by and between Federal Properties, Inc., hereinafter referred to as Federal, and Pathway Homes, Inc., hereinafter referred to as Pathway as follows:

Whereas, by instrument dated September 20, 1985, Federal conveyed to Pathway certain property which is more fully set forth in that warranty deed of record in Book 6697, Page 838, Register's Office, Davidson County, Tennessee, a copy of which is attached hereto as Exhibit A; and

Whereas, the property was at that time encumbered by a Deed of Trust in favor of Guaranty Savings and Loan Association of record in Book 6609, Page 334, Register's Office said county, which had been obtained in connection with funding for the initial acquisition and development of the property; and

Whereas, as a part of the consideration for the transfer of property to Pathway, it was understood and agreed that Pathway would pay to Guaranty Savings and Loan Association the sum of $528,000.00 in connection with the 49 lots contained in Ringelai Subdivision Phase I, which are encompassed within the bounds of the property described in the above referenced Warranty Deed; and

Whereas, in order to fund the pay-off of said loan to Guaranty Savings and Loan Association Pathway obtained a Deed of trust in favor of City Federal Savings and Loan Association of Birmingham, Alabam of record in Book 6697, Page 842, Register's Office said county, of which the first draw from the sum secured by said Deed of Trust was to be used pursuant to the agreement between federal, Pathway, Guaranty Savings and Loan Association and City Federal Savings and Loan Association to retire the obligation of Federal Properties, Inc. to Guaranty Savings and Loan Association; and

Whereas, the conveyance of the property from Federal to Pathway took place in advance of the anticipated funding by City Federal of its loan to pay off Guaranty Savings and Loan Association at City Federal Savings and Loan Association's request so that at the time of said conveyance no consideration had passed between the parties and the consideration was an executory promise to pay certain sums when funded by City Federal Savings and Loan Association; and

Whereas, City Federal Savings and Loan Association has now declined to fund the loan in favor of Pathway Homes, Inc. which is evidenced by the Deed of Trust of record in Book 6694, Page 842 said Register's Office and has advised Pathway that it will not so fund in the future leaving Pathway Homes unable to pay the consideration promised in favor of Federal in connection with the acquisition of said property; and

Whereas, by reason of the inability of Pathway to pay the consideration in connection with the conveyance of said property, the parties have mutually agreed that in consideration for the re-conveyance to Federal of the property conveyed by Federal to Pathway Homes that Federal will release Pathway from any liability in connection with the breach of contract, including but not limited to, any liability for the payment of the consideration of the purchase price as originally contracted, for together with any damages incurred by Federal in connection with Pathway's failure to fund the consideration as promised.

Now Therefore in consideration of the foregoing premises, Pathway Homes, Inc. does hereby convey and transfer to Federal Properties, Inc. the following described property:

> LAND IN Davidson County, Tennessee, being described according to a survey of Alley, Young & Baumgartner, as follows:
>
> Beginning at a concrete monument in the back line of Lot 17, Parcel 224, also being the Northeasterly corner of Hunter's Hill, Section I Subdivision, recorded in Book 5800, Page 350, R.O.D.C., thence along the boundary of Tulip Grove Section 12 South 63° 26' 00" East, 156.27' to a point; thence South 83°

11' 00" East, 212.02' to a point; thence North 73 deg. 19' 00" East, 238.65' to a point in the Westerly right-of-way of Atlanta Drive; thence leaving said boundary North 37 deg. 36' 38" East, 61.32' to an iron pipe in the Easterly right-of-way of Atlanta Drive; thence along said right-of-way along a curve to the left with a radius of 1175.00', a chord of 5.471, a chord bearing of North 16 deg. 00' 32" West, a distance of 5.50' to a point; thence leaving said right-of-way North 73 deg. 50' 59" East, 171.06' to a point; thence along the boundary of Tulip Grove Section 13 South 55 deg. 56' 24" East, 150.50' to a concrete monument; thence leaving said boundary South 3 deg. 57' 44" West, 408.18' to an iron pin; thence South 86 deg. 53' 02" East, 80.02' to a point in the Westerly right-of-way of Tulip Grove Road; thence with said right-of-way South 30 deg. 57' 54" West, 214.65'; thence continuing along said right-of-way along a curve to the left with a radius of 321.06', a chord of 140.70', a chord bearing of South 18 deg. 18' 26" West, a distance of 141.85' to a point; thence leaving said right-of-way North 78 deg. 08' 27" West, 223.22' to a point; thence North 11 deg. 51' 33" East, 20.00' to a point; thence with a curve to the left with a radius of 423.84' a chord of 95.96', a chord bearing of North 84 deg. 38' 27" West, a distance of 96.17' to a point; thence South 88 deg. 51' 33" West, 50.00' to a point; thence with a curve to the left with a radius of 620.31', a chord of 97.34', a chord bearing of South 84 deg. 21' 33" West a distance of 97.44' to a point; thence South 79 deg. 51' 33" West, 60.00' to a point; thence with a curve to the left with a radius of 442.20', a chord of 77.08', a chord bearing of South 74 deg. 51' 33" West a distance of 77.18' to a point; thence South 69 deg. 51' 33" West, 210.00' to a point; thence with a curve to the left with a radius of 254.78', a chord of 92.86', a chord bearing of South 59 deg. 21' 33" West, a distance of 93.38' to a point; thence South 48 deg. 51' 33" West, 55.00' to a point; thence North 5 deg. 50' 52" West, 342.17' to a point in the boundary of Hunter's Hill, Section I; thence with said boundary North 20 deg. 41' 00" East, 100.00' to a point; thence with said boundary North 14 deg. 06' 69" East, 440.61' to the point of beginning and containing 15.4 acres, more or less.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Successors and Assigns,

forever, and it does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unemcumbered, unless otherwise herein set out, and it does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said grantees, its successors and assigns, against the lawful claims of all persons whomsoever.

It is expressly understood and agreed that should any part of the conveyance herein be declared null and void or of no effect or set aside for any reason that it is expressly agreed that in the event Federal Properties shall be deemed to be entitled to any and all legal rights which it may have in connection with any suit against Pathway Homes, Inc. for damages, restitution or other remedies at law or equity arising by reason of Pathway's failure to pay the consideration for said property; provided, however, that in the event that this conveyance and transfer is given full effect that in that event Federal Properties, Inc. does hereby waive, relinquish and renounce any cause of action of claim against Pathway Homes, Inc. by reason of its breach of their agreement in connection with the conveyance of said property.

In witness whereof the parties hereto who have executed this agreement this the 23rd day of ~~July~~ May, 1986.

New Owner & Address

Federal Home Builders, Inc.
P.O. Box 1046
Alabaster, AL 35007

Send Tax Bill To
SAME

Federal Properties, Inc.

By: _____
David J. Davis

Pathway Homes, Inc.

By: _____
David J. Davis

CORPORATE ACKNOWLEDGEMENT

BOOK 7037 PAGE 848

State of Tennessee
County of Davidson

Before me, the undersigned of the state and county aforesaid, personally appeared David J. Davis, with whom I am personally, or proved to me on the basis of satisfactory evidence, and whom, upon oath, acknowledged himself to be President of the Pathway Homes, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, this 23rd day of ~~July~~ Sept., 1986.

NOTARY PUBLIC

My commission expires:

7-18-87

State of Tennessee
County of Davidson

Before me, the undersigned of the state and county aforesaid, personally appeared David J. Davis, with whom I am personally, or proved to me on the basis of satisfactory evidence, and whom, upon oath, acknowledged himself to be President of Federal Properties, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, this 23rd day of Sept., 1986.

NOTARY PUBLIC

My Commission Expires:

7-18-87

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Sworn and subscribed to before me, the undersigned Notary Public this the 23rd day fo Sept., 1986.

My Commission Expires: 7-18-87

FILED & RECORDED IN REGISTER'S OFFICE DAVIDSON COUNTY, TN
NOV 12 11 00 AM '86

TENNESSEE REFERENCE

62416

REC'D FOR REC

OFF

EXHIBIT "A"



FORM NO. WD-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 528,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF Sept., 1985

Notary Public

MY COMMISSION EXPIRES 7-18-87

AFFIX SEAL

Box 10

THIS INSTRUMENT WAS PREPARED BY
PATRICIA SPICER CARDEN, ATTORNEY
236 Fourth Avenue North Suite 200 Nashville, Tennessee 37219

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| Pathway Homes, Inc. | Same | Map 75 |
| P. O. Box 1046 | | Parcel 99<br>4D-05670 |
| Alabaster, AL 35007 | | Parcel 101 99,000.00<br>4D-06870-125.00 |

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED WE Federal Properties, Inc., an Alabama corporation

HEREINAFTER CALLED THE GRANTORS HAVE BARGAINED AND SOLD AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Pathway Homes, Inc., an Alabama corporation

HEREINAFTER CALLED THE GRANTEES THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT

SEE ATTACHED EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION.

Being the same property conveyed to Federal Properties, Inc., an Alabama corporation, by deed from Aubrey Johnson, Jr., and wife, Thea Johnson and Patrick L. Vaden and wife, Patricia M. Vaden of record in Book 6573, page 647, Register's Office for Davidson County, Tennessee.

Easement for Retention Basin of record in Book 6513, page 857, Register's Office for said County. Includes a 20 foot Right of Way for Ingress and Egress to said easement parcel.

THIS conveyance is subject to any and all existing restrictions and easements of record above stated.

This is unimproved (X) improved ( ) property, known as 15.4 acres Cedar Creek Phase I, Hermitage, TN 37076
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging unto said GRANTEES their heirs and assigns forever and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES their heirs and assigns against the lawful claims of all persons whomsoever. Wherever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 30th day of September, 19 85

FEDERAL PROPERTIES, INC.

By: David J. Davis, President

BK 6697

OFF REC

INDIVIDUAL ACKNOWLEDGEMENT

State of Tennessee

County of

Personally appeared before me, ..... a Notary Public

in and for said County, .....

the within named bargainor(s), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that executed the within instrument for the purpose therein contained.

WITNESS my hand, at office, this ..... day of ....., 19...

NOTARY PUBLIC .....

My commission expires:

BOOK 6697 PAGE 839

CORPORATE ACKNOWLEDGEMENT

State of ~~ALABAMA~~ TN.

County of Davidson

Before me, the undersigned David J. Davis, of the state and county aforesaid, personally appeared ....., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President (or other officer authorized to do so) of the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, TN. this 30th day of September, 19 85

NOTARY PUBLIC

My Commission Expires: 7-18-87

WARRANTY DEED

FROM

Federal Properties, Inc.

TO

Parkway Homes, Inc.

PATRICIA SPICER CARDEN
Attorney At Law
236 Fourth Avenue North
Suite 200
Nashville, Tennessee 37219

R 6697



LAND IN Davidson County, Tennessee, being described according to a survey of Alley, Young & Baumgartner, as follows:

BEGINNING at a concrete monument in the back line of Lot 17, Parcel 224, also being the Northeasterly corner of Hunter's Hill, Section I Subdivision, recorded in Book 5800, Page 350, R.O.D.C.; thence along the boundary of Tulip Grove Section 12 South 61° 26' 00" East, 156.27' to a point; thence South 83° 11' 00" East, 212.02' to a point; thence North 73° 19' 00" East, 238.65' to a point in the Westerly right-of-way of Atlanta Drive; thence leaving said boundary North 37° 36' 38" East, 61.32' to an iron pipe in the Easterly right-of-way of Atlanta Drive; thence along said right-of-way along a curve to the left with a radius of 1175.00', a chord of 5.47', a chord bearing of North 16° 00' 32" West, a distance of 5.50' to a point; thence leaving said right-of-way North 73° 50' 59" East, 171.06' to a point; thence along the boundary of Tulip Grove Section 13 South 55° 56' 24" East, 150.50' to a concrete monument, thence leaving said boundary South 1° 57' 44" West, 408.16' to an iron pin; thence South 86° 53' 02" East, 80.02' to a point in the Westerly right-of-way of Tulip Grove Road; thence with said right-of-way South 30° 57' 54" West, 214.65'; thence continuing along said right-of-way along a curve to the left with a radius of 321.06', a chord of 140.70', a chord bearing of South 18° 18' 26" West, a distance of 141.85' to a point; thence leaving said right-of-way North 78° 08' 27" West, 223.22' to a point; thence North 11° 51' 33" East, 20.00' to a point; thence with a curve to the left with a radius of 423.84', a chord of 95.96', a chord bearing of North 84° 38' 27" West, a distance of 96.17' to a point; thence South 88° 51' 33" West, 50.00' to a point; thence with a curve to the left with a radius of 620.31', a chord of 97.34', a chord bearing of South 84° 21' 33" West, a distance of 97.44' to a point; thence South 79° 51' 33" West, 60.00' to a point; thence with a curve to the left with a radius of 442.20', a chord of 77.08', a chord bearing of South 74° 51' 33" West, a distance of 77.18' to a point; thence South 69° 51' 33" West, 210.00' to a point; thence with a curve to the left with a radius of 254.78', a chord of 92.86', a chord bearing of South 59° 21' 33" West, a distance of 93.38' to a point; thence South 48° 51' 33" West, 55.00' to a point; thence North 5° 50' 52" West, 342.17' to a point in the boundary of Hunter's Hill, Section I; thence with said boundary North 20° 41' 00" East, 100.00' to a point; thence with said boundary North 14° 06' 69" East, 440.61' to the point of beginning and containing 15.4 acres, more or less.

INCLUDED In the foregoing description but excluded herefrom is that portion of the above described property which lies outside of the boundaries of Lots 1 through 49, inclusive, on the proposed Plat of Cedar Creek, Section One.

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

RECEIVED OF _____

FOR _____

BOOK 7037 PAGE 852

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

30000.00- CAPT.
840.00 CSTAX
.50 PRFEE
24.00 MISC.
CHECK 864.50-
5052A 11/12/86 BAL .00

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

62416

IDENTIFICATION REFERENCE

Nov 12 11 00 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 11051