SEND TAX BILL TO:

Graham's Nursery, Inc.
P.O. BOX 145
Hermitage, Tennessee 37076

ADDRESS NEW OWNER(S):

Graham's Nursery, Inc.
P.O. BOX 145
Hermitage, Tennessee 37076

MORTGAGEE:

Marshall Carter Jr. and
wife, Irene Carter
120 BANE DRIVE
SMYRNA, TN. 37167

mail

THIS INSTRUMENT PREPARED BY:
JAMES H. KINNARD
Attorney at Law
225 East Market Street
Lebanon, Tennessee 37088

TAX KEY NO. 4D-21534
4D-21533

Map 124 Gr. _____ Parcel 84.

Improved _____ Unimproved X

BOOK 7618 PAGE 419

I or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $100,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Subscribed and sworn to before me, this the 1st day of August, 1988.

James H. Kinnard
Notary Public
My Commission Expires: Jan 7, 1990

Affiant

Graham's Nursery, Inc. President

NOTARY PUBLIC AT LARGE

DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00), of which Twenty Thousand and 00/100 ($20,000.00) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Eighty Thousand and 00/100 ($80,000.00), the Grantee, **GRAHAM'S NURSERY, INC.**, a Tennessee Corporation, has executed a promissory note of even date herewith in the principal sum of Eighty Thousand and 00/100 ($80,000.00) payable to the order of **MARSHALL CARTER, JR.** and wife, **IRENE CARTER** over a period of ten (10) years, due in consecutive monthly payments of principal and interest of Nine Hundred Ninety One and 89/100 ($991.89) until the said promissory note with interest at the rate of eight point

5507.50

IDENTIFICATION REFERENCE

Aug 4 9 22 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

3625 08/04 0101 03CHECK

five percent (8.5%) per annum shall be paid in full, with each payment being applied first to interest on the unpaid principal balance of said obligation and remainder applied to the principal; all of which is secured by a Deed of Trust of even date herewith made by the Grantee and recorded in Trust Deed Book _____, Page _____, Register's Office for Davidson County, Tennessee, We, **MARSHALL CARTER, JR.** and wife, **IRENE CARTER** have this day bargained and sold, and by these presents do hereby transfer and convey unto GRAHAM'S NURSERY, INC., it's successors and assigns, in fee simple forever, the following described tract or parcel of land, lying and situated in the 4th Civil District of Wilson County, Tennessee, to-wit:

TRACT 17: Land in the 4th Civil District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823 dated July 15, 1981 and revised October 10, 1983, and known as Job No. 83-340 as follows:

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northeast corner of this tract and also being 248.48 degrees west of the intersection of the southerly margin of Hobson Pike and the original easterly line of the Belinda City, Inc. property, of which this is a part; thence leaving the margin of the said Hobson Pike S 06 degrees 54' 25" W 1200.03' to an iron pin; thence S 17 degrees 07' 31" W 493.21' to an iron pin in the line of the U.S. Government; thence with the Government line N 86 degrees 51' 25" W 271.65' to an iron pin on the southerly margin of said Pike; thence with the southerly margin of said Pike N 86 degrees 11' 30" E 391.20' to the point of beginning, containing 13.65 acres more or less.

This conveyance is subject to and includes a 25' joint use easement for the purpose of constructing and maintaining water lines for this and other properties, Deed Book 6183, Page 95, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northeast corner of the above-described tract; thence with the margin of said Hobson Pike S 86 degrees 11' 30" W 830.48' to a point; thence crossing Hobson Pike N 09 degrees 14' 44" E 993.44' to a point on the

southerly margin of Pugh Road; thence with the margin of the same N 83 degrees 32' 39" W 25.03' to an iron pin; thence leaving the margin of said Road and with a fence S 09 degrees 14' 44" W 998.03' to a point on the northerly margin of Hobson Pike; thence crossing said Hobson Pike and continuing S 09 degrees 14' 44" W 81.26' to a point on the southerly margin of said Pike; thence continuing S 09 degrees S 09 degrees 14' 44" W 25.66' to a point; thence N 86 degrees 11' 30" E 857.21' to a point on the easterly line of the above described tract; thence with the easterly line N 06 degrees 54' 25" E 25.44' to the point of beginning.

The above described tract is also subject to a 300' wide TVA transmission line easement on the northerly part of the tact.

This property is made subject to a ten (10) foot easement for public utilities along the front of the property.

Being the same property conveyed to Marshall Carter, Jr. and wife, Irene Carter by deed from G. Ward Lovell, Jr. and wife, Caroline T. Lovell dated November 18, 1983 and recorded and duly filed in Deed Book 6183, Page 95, Register's Office for Davidson County, Tennessee.

TRACT 18: Land in the 4th Civil District of Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor #823 dated July 15, 1981 and revised October 10, 1983, and known as Job No. 83-849 as follows:

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northeast corner of this tract and at the intersection of the southerly margin of Hobson Pike and the original easterly line of the Belinda City, Inc. property, of which this is a part; thence leaving the margin of said Hobson Pike and with a fence S 05 degrees 43' 05" W 361.34' to an iron pin; thence S 07 degrees 10' 16" W 796.84' to an iron pin; thence S 06 degrees 16' 23" W 550.73' to a U.S. Government monument with the line of the U.S. Government N 86 degrees 51' 24" W 342.46' to an iron pin; thence N 06 degrees 54' 25" E 1200.03' to an iron pin on the the southerly margin of said Hobson Pike; thence with the southerly margin of said Pike N 86 degrees 11' 30" E 14.10' too a concrete highway monument; thence continuing with the margin of said Pike N 86 degrees 16' 46" E 234.38' to the point of beginning, containing 10.20 acres, more or less.

Included in the conveyance is a 25' joint use easement for the purpose of constructing and maintaining water lines for this and other properties, being more particularly described as follows:

Beginning at an iron pin on the southerly margin of Hobson Pike, said point of beginning being the Northwest corner of the above described tract; thence with the margin of said Hobson Pike S 86 degrees of 11' 30" W 830.48' to a point; thence crossing Hobson Pike N 09 degrees 14' 44" E 81.22' to a point on the northerly margin of the same; thence continuing N 09 degrees 14' 44" E 993.44' to a point on the southerly margin of Pugh Road; thence with the margin of the same N 83 degrees 32' 39" W 25.03' to an iron pin; thence leaving the margin of said Road and with a fence S 09 degrees 14' 44" W 998.03' to a point on the northerly margin of Hobson Pike; thence crossing said Hobson Pike and continuing S 09 degrees 14' 44" W 81.26' to a point on the southerly margin of said Pike; thence continuing S 09 degrees 14' 44" W 25.63' to a point; thence N 86 degrees 11' 30" E 857.21' to a point on the westerly line of the above described tract; thence with the westerly line N 06 degrees 54' 225" E 25.44' to the point of beginning.

The above described tract is also subject to 300' wide TVA transmission line easement on the northerly pat of the tract.

This property is made subject to a ten foot (10) easement for public utilities along the front of the property.

Being the same property conveyed to Marshall Carter, Jr. and wife, Irene Carter by deed from G. Ward Lovell, Jr. and wife, Caroline T. Lovell dated November 18, 1983 and recorded and duly filed in Deed Book 6183, Page 119, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with any and all improvements and appurtenances thereunto belonging, unto the said GRAHAM'S NURSERY, INC., a Tennessee Corporation, its successors and assigns, in fee simple forever.

MARSHALL CARTER, JR. and wife, IRENE CARTER warrant that they are lawfully seized and possessed of said property; that they have a good and lawful right to sell, transfer and convey the same; that the same is free, clear and unencumbered; and that they will forever WARRANT AND DEFEND the title thereto against the lawful claims of all persons whomsoever.

This conveyance of the property and all covenants and warranties contained herein are made expressly subject to the following: (1) Real estate taxes for the year 1988 shall be prorated as of the date of deed and settled in cash between the parties, with Grantee assuming payment thereof. Grantee assumes and agrees to pay all taxes thereafter. (2) Grant of a transmission line easement by Robert J. Baltz, Jr., et al. to the United States of America, including a covenant that no buildings or fire hazard shall be erected or maintained within the limits of the right-of-way, which covenant shall run with the land by instrument of record in Book 2335, Page 482, Register's Office for Davidson County, Tennessee. (3) Declaration of Taking and Judgment filed and entered in the United States District Court for the Middle District of Tennessee, Nashville, Division, in the case of United State of America upon the relation for the use of the Tennessee Valley Authority vs. Robert J. Baltz, Jr. et al., No. 5889, with respect to a permanent easement and right-of-way for electric power transmission purposes, certified copies of which are of record in Book 4446, Page 427, and in Book 5055, Page 857, respectfully , said Register's office; (4) Easement for the flow of any creeks, branches, ponds or waterways. (5) Any other zoning ordinances and requirements of record.

This property is part of several tracts sold at auction on November 5, 1983. The Grantors made certain restrictions apply to all tracts sold at auction and therefore this property is further subject to the following deed restrictions which shall run with the land for a period of twenty (20) years from November 5, 1983, and shall be binding on and enforceable by the owners and subsequent owners of each tract: (a) no mobile or modular homes or temporary structures will be allowed at any time. (b)

all new residences shall be set back from Granny Wright Lane and Hobson Pike at least 1 00 feet and off any sidelines at least 30 feet and all barns and extra buildings shall be set behind the residence and also set off any sidelines 50 feet (except existing barn on Tract 2 may stay in its present location and does not have to be moved behind a residence). (c) All tracts are restricted to one residence per tract unless otherwise approved by the property Health Department and Planning Commission. (d) No junk or litter distracting to the property will be allowed. (e) No swine or fowl shall be kept closer than 2 0 feet of any county road and no swine or fowl shall be raised commercially. These restrictions were announced and posted at the auction sale and further restrictions are recorded in Book 6183, Pages 95 and 119, Register's Office for Davidson County, Tennessee.

This Property does not lie in a flood area.

POSSESSION shall be given on delivery of this Deed.

IN WITNESS WHEREOF, I have hereunto set my hand this the 1st day of August, 1988. Marshall Carter, Jr. and Marshall Lee Carter, Jr. are one and the same person.

Marshall Carter Jr.
Marshall Carter, Jr.

Irene Carter
Irene Carter

STATE OF TENNESSEE

COUNTY OF WILSON

BOOK 7618 PAGE 424

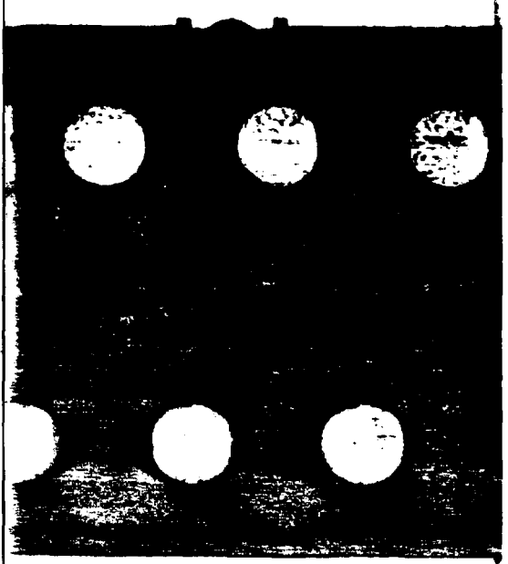
Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named bargainors, MARSHALL CARTER, JR. and wife, IRENE CARTER, with whom I am personally acquainted, and who acknowledged to me the execution of the within instrument for the purpose therein contained.

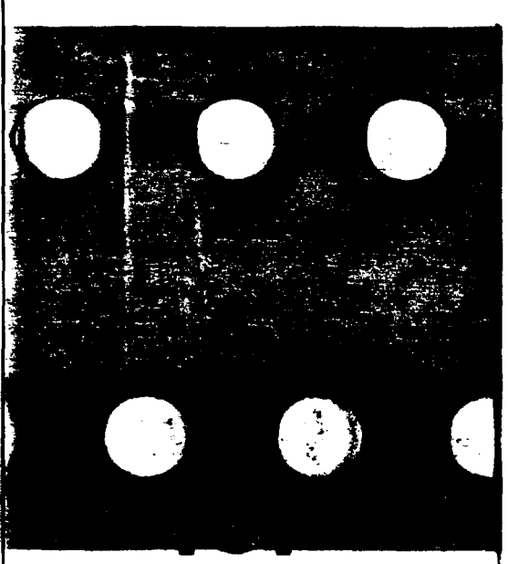
WITNESS my hand and seal at office in Lebanon, Tennessee, this the 1st day of August, 1988..

James H. Kinnard
NOTARY PUBLIC

KINNARD NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
Jan 7, 1990





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7618 PAGE 425

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT
				100000.00
				CON TX 330.00
				PRFEE 0.50
				WDEED 18.00
				TOTAL 348.50
				CHECK 348.50
08/04/88	01			09:26 0001 3625

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5557.50

IDENTIFICATION REFERENCE

AUG 4 9 22 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 120219