This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street
Suite 2800
Nashville, Tennessee 37219

Address New Owner/
Send Tax Bills to:
Third National Bank in
Nashville
Attn: Construction Loan Dept.
P.O. Box 305110
Nashville, TN 37230-5110

Map 108,Part of Parcel 178; Map 108, Parcels 220, 221, 222 & 223; Map 108-12, Parcels 71-82 (inclusive); Map 108-12B, Parcels 1-4 (inclusive), 7-11 (inclusive), 13-15 (inclusive), 17-19 (inclusive),23,24,28 and 30,35-43 (inclusive), 46-60 (inclusive), 64-66 (inclusive), 68-103 (inclusive), 105-109 (inclusive) and open space

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, TENNSOUTH-DAVIS PROPERTIES, LTD., a Tennessee limited partnership having TennSouth Properties, Ltd, a Tennessee limited partnership, as general partner (hereinafter the "GRANTOR"), has bargained and sold, and by these presents does hereby transfer, assign and convey unto THIRD NATIONAL BANK IN NASHVILLE, a national banking association (hereinafter the "GRANTEE"), its successors and assigns, all that certain tract or parcel of land in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Land").

This conveyance also includes all right, title and interest of GRANTOR in and to the following described property (the "Property") comprising and/or relating to the Land or to the single-family residential lots and associated improvements and amenities located upon the Land, known as Harborview at Cheswicke and being located within a mixed-use development project known as Cheswicke Park, Nashville, Davidson County, Tennessee (the Land, together with such single-family residential lots and associated improvements and amenities, being collectively, the "Project"):

(a) All buildings, structures, and improvements of every nature whatsoever erected or situated in or upon the Land or comprising a part of the Project.

(b) All supplies, building materials, furnishings, fixtures, equipment and machinery, together with all attachments, accessories, parts and special tools, owned by GRANTOR and located in, on or about, or used or intended to be used with or in

connection with the ownership, use, operation, development, construction or equipping of, the Land, or the Project, and all proceeds therefrom, excluding only machinery, fixtures and furnishings used in the operation of the business of the GRANTOR.

(c) All rights, titles, interests, estates, easements, privileges, tenements, servitudes, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Land, or to the Project, or any part thereof.

(d) All accounts and contract rights arising in connection with the Land, or the Project, and all rents, issues, profits and revenues of the Land, or of the Project, from time to time accruing, whether under leases or tenancies now existing or otherwise, specifically including, without limitation, GRANTOR'S rights, as Developer, under and pursuant to the Declaration of Covenants, Conditions and Restrictions, of record in Book 7471, page 26, as amended in Book 7646, page 142, Book 7646, page 147, and Book 7646, page 149, as re-recorded in Book 7647, page 648, Register's Office for Davidson County, Tennessee.

(e) All judgments, awards of damages and settlements made or to be made as a result of or in lieu of any taking of the Land, or of the Project, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, or to the Project, or to any part thereof, or to any rights appurtenant thereto.

GRANTOR does hereby further transfer, convey and grant to GRANTEE, its successors and assigns, a temporary non-exclusive right-of-way and access easement for ingress to and egress from the Land upon, over and across that certain tract or parcel of land in Nashville, Davidson County, Tennessee, described as Excluded Parcel I on Exhibit A, attached hereto, the dimensions of such easement being more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the "Easement"), together with the right, but not the obligation, for so long as the aforesaid Easement remains in effect, at GRANTEE'S cost and expense, to develop, construct, operate, maintain, repair, replace and inspect a road upon, over, across and within the Easement, and together with the necessary rights of ingress and egress thereto. GRANTOR, its successors and assigns, shall have the right to use the property upon which the Easement granted herein is located for any purpose; provided, however, GRANTOR, its successors and assigns, shall not use said property in any manner, nor construct any improvements thereon, which would unreasonably interfere with the use and exercise of the Easement granted herein by GRANTEE, its successors and assigns, or which would destroy, weaken, damage or obstruct any improvements constructed thereon by GRANTEE, its

successors and assigns. NOTWITHSTANDING THE FOREGOING, the Easement set forth above shall cease and terminate in the event a public road, or other means of public access, is constructed upon the property upon which the Easement granted herein is located, and is dedicated to and accepted by the Metropolitan Government of Nashville and Davidson County, Tennessee, the State of Tennessee, or other governmental entity.

TO HAVE AND TO HOLD the Land, the Property and the Easement, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, and GRANTEE'S successors and assigns, forever; and GRANTOR covenants with the said GRANTEE that GRANTOR is lawfully seized and possessed of said property in fee simple, has a good right to convey it, and the same is unencumbered, except for the matters set forth on Exhibit C, attached hereto and incorporated herein by reference; and GRANTOR further covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to said property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Notwithstanding anything contained in this General Warranty Deed to the contrary, any monetary liability of GRANTOR to GRANTEE, its successors and assigns, under this General Warranty Deed shall be satisfied solely out of the assets of GRANTOR, and in no event shall the general partner of GRANTOR, or the general partners of such general partner, be personally liable for any of the obligations of GRANTOR under this General Warranty Deed; provided, however, that the foregoing shall not limit, restrict or impair any other rights or remedies of GRANTEE, its successors and assigns, against GRANTOR, or the general partner of GRANTOR, or the general partner of such general partner, under applicable law or otherwise.

This General Warranty Deed is executed and delivered by GRANTOR and accepted by GRANTEE in partial satisfaction of the indebtedness described in and secured by: (a) that certain Deed of Trust, dated May 29, 1987, executed by GRANTOR to J.M. Grissim, Trustee, for the benefit of GRANTEE, of record in Book 7252, page

130, Register's Office for Davidson County, Tennessee, as amended by that certain Deed of Trust Modification Agreement, dated June 26, 1989, by and between GRANTOR and GRANTEE, of record in Book 7874, page 623, said Register's Office; (b) that certain Security Agreement, dated May 29, 1987, by and between GRANTOR and GRANTEE; (c) that certain UCC-1 Financing Statement, bearing File No. 439750, filed with the Tennessee Secretary of State, and that certain UCC-1 Financing Statement, of record in Book 7252, page 142, Register's Office for Davidson County, Tennessee; (d) that certain Deed of Trust, dated December 22, 1987, executed by GRANTOR to J.M. Grissim, Trustee, for the benefit of GRANTEE, of record in Book 7449, page 156, Register's Office for Davidson County, Tennessee, as amended by that certain Deed of Trust Modification Agreement, dated June 26, 1989, by and between GRANTOR and GRANTEE, of record in Book 7874, page 618, said Register's Office; (e) that certain Security Agreement, dated June 26, 1989, by and between GRANTOR and GRANTEE; and (f) that certain UCC-1 Financing Statement, bearing File No. 669997, filed with the Tennessee Secretary of State, and that certain UCC-1 Financing Statement, of record in Book 7874, page 626, Register's Office for Davidson County, Tennessee (collectively, the "Collateral Documents").

It is the express intention of the GRANTOR and the GRANTEE that this conveyance be an absolute conveyance to GRANTEE of all of the GRANTOR'S right, title and interest in and to the property herein described. It is further the express intention of the GRANTOR and the GRANTEE that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Collateral Documents shall not merge into the right, title and interest in and to the property herein described acquired by the GRANTEE pursuant to this General Warranty Deed, but that such interests shall be and remain at all times separate and distinct, notwithstanding any union of said interests in the GRANTEE at any time by purchase, termination or otherwise, and that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Collateral

Documents shall be and remain at all times valid and continuous liens and/or security interests against said property until GRANTEE forecloses said liens and/or security interests or expressly releases and/or discharges said liens and/or security interests by a duly executed and recorded instrument.

IN WITNESS WHEREOF, the GRANTOR has caused this General Warranty Deed to be executed by and through its duly authorized representative this 19 day of MARCH, 1990.

TENNSOUTH-DAVIS PROPERTIES, LTD., a Tennessee limited partnership

BY: TENNSOUTH PROPERTIES, LTD., a Tennessee limited partnership, general partner

By: TENNSOUTH CORP., a Tennessee corporation, managing partner

By: _____
James W. Hardwick, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, James W. Hardwick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of TennSouth Corp., a Tennessee corporation, the managing general partner of TennSouth Properties, Ltd., a Tennessee limited partnership, the general partner of TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 19th day of March, 1990.

Susan A. Crews
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENN.

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,050,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

AFFIANT

THIRD NATIONAL BANK IN NASHVILLE

BY: _____

ITS: Senior Vice President

Subscribed and sworn to before me
this 19th day of March, 1990.

_____
Notary Public

My Commission Expires: 11-21-92

EXHIBIT A

Description of Land

TRACT I: Land in the 2nd (formerly 3rd) Civil District, Davidson County, Tennessee, described according to a survey by McConnell Engineering, dated 9-29-86, as follows:

Beginning at a point on the westerly right-of-way of Timber Valley Drive, being 1,655.73 feet (along 50 foot right-of-way) south of the centerline of Elm Hill Pike, said point being the beginning of a curve, as shown on the plat of Timber Lake, Section 1, recorded in Book 6250, page 219, R.O.D.C., Tenn.;

Thence, with said right-of-way (now being 60 feet), a length of 301.08 feet, along a 744.89 feet radius curve, which chord bears S 13 deg.-32'-30" E 299.03; Thence, S. 25 deg.-12'-22" E - 401.47 feet to the beginning of a 630.00 feet radius curve to the left, which Chord bears S 30 deg.-24'21" E - 115.72 feet; Thence, along said curve, a length of 115.89 feet to a point in fence at the northeast corner of Lot 116 of East Lake, Section. 4, recorded in Book 5800, page 245, R.O.D.C., Tenn.;

Thence, along lines of Section 4: S 53 deg.-33'-27" W - 139.70 feet to an old iron rod; Thence S 42 deg.-08'-36" E - 87.34 feet; Thence, S 57 deg.-55;-15" E -92.34 feet to an old iron rod; Thence, S 46 deg.-51'-47" E -90.07 feet to an old iron rod; Thence, S. 56 deg.-18"-40" E -60.83 feet to an old iron rod; Thence, S. 46 deg.-52'-38" E - 100.0 feet; Thence, S 01 deg.-26'-07" W - 60.27 feet to an old iron rod; Thence, N. 84 deg-41'-24" E - 60.16 feet; Thence, S 46 deg.-52'-19" E - 247.84 feet to an old iron rod (passing iron rods at 100.34 feet and 49.61 feet respectively); Thence, S 03 deg.-33'-32" E - 62.47 feet to the beginning of a 797.00 feet radius curve, concave to the right, which chord bears S 30 deg.-51'-00" E - 308.86 feet; Thence, along said curve, a length of 310.83 feet; Thence, S 70 deg.-09'-26" E - 57.31 feet; Thence, N. 72 deg.-48'-17" E - 160.00 feet (passing an old concrete monument at 100.00 feet) (both points being right-of-ways of the southerly terminus of Timber Valley Drive); Thence, a length of 57.26 feet, along a 1,002.00 feet radius curve, concave to the left, which chord bears N. 18 deg.-49'-57" W -57.25 feet; Thence, N 69 deg.-31'50" E - 110.00 feet; Thence, N 27 deg.-18'-26" W - 107.39 feet; Thence, N 28 deg.-15'-13" W - 50.01 feet; Thence, N 27 deg.-18'-26" W - 114.75 feet; Thence, N 08 deg.-37'-50" E - 54.16 feet; Thence, N 40 deg.-53'-35" W - 129.30 feet to an old iron rod; Thence, N 42 deg.-21'-53" W - 25.29 feet to an old iron rod on the northeasterly line of Lot 50, said rod also being the southwest corner of Lot 80 as shown on the plat of Quail Valley, Section 4, recorded in Book 5200, page 521, R.O.D.C., Tenn.;

Thence, along lines of Quail Valley, Section 4: N 54 deg.-29'-56" E - 157.64 feet; Thence, S 83 deg.-01'-03" E - 86.19 feet; Thence, N 10 deg.-38'-37" E - 116.08 feet to an old iron rod being the south corner of the Priest Lake Limited Partnership property, recorded in Book 5737, page 652, R.O.D.C, Tenn.;

Thence, N 10 deg.-58'-48" E - 115.88 feet (passing the southeast corner of Lot 95 at 58.16 feet) to the southwest corner of Lot 94, said lots shown on the as yet unrecorded plat of Trailwood, Section 4;

Thence, along the south line of Trailwood, S 73 deg.-29'-25" E - 1,205.28 feet to an old iron rod being the southeast corner of Trailwood, the southwest corner of the Fred L. Zimmerman, et ux property, recorded in Book 5693, page 529, R.O.D.C., Tenn., also the northwest corner of the Lloyd R. Baker, et ux property, recorded in Book 5384, page 818, R.O.D.C., Tenn.;

Thence, S 07 deg.-09'-24" W - 227.92 feet to a fence intersection being the southwest corner of the James A. McKanna, et al property, recorded in Book 5384, page 244, R.O.D.C., Tenn.;

Thence, S 08 deg.-04'-38" W - 206.35 feet to an old iron rod at a fence intersection being the southwest corner of the Boyd and Helen Coffee property, recorded in Book 5382, page 716, R.O.D.C., Tenn.;

Thence, S 07 deg. -49'-45" W - 350.99 feet to a fence intersection at the southwest corner of the George E. Welch, et ux property, recorded in Book 5003, page 944, R.O.D.C., Tenn.;

Thence, S 07 deg. -20'-40" W - 599.86 feet to an old iron rod on the west line of the William M. Colson, et ux property, recorded in Book 5037, page 599, R.O.D.C., Tenn.; said rod also being the northeast corner of the William M. Colson, et ux property recorded in Book 5822, page 769, R.O.D.C., Tenn.;

Thence, along Colson's north line, N 78 deg. -48'-08" W - 314.44 feet to the northeast corner of Percy Priest Woods, Section 3 Revised, recorded in Book 5200, page 789, R.O.D.C., Tenn.;

Thence, along the north line of Percy Priest Woods: N 77 deg. -35'-55" W - 25.08 feet to an old iron rod; Thence, N 78 deg. -45'-11" W - 1,002.62 feet (passing the northwest corner of Section 3 at 583.16 feet) to the northwest corner of Percy Priest Woods, Section 2, recorded in Book 5800, page 259, R.O.D.C., Tenn.; Thence, N 79 deg. -36'-30" W - 695.40 feet to an old iron rod being the northwest corner of Percy Priest Woods, Section 4, recorded in Book 6250, page 356, R.O.D.C., Tenn.; said rod also being the northeast corner of the Kodill Properties land, recorded in Book 4965, page 730, R.O.D.C., Tenn.;

Thence, along Kodill's north line: N 79 deg. -36'-35" W - 394.85 feet to an old iron rod at a post; Thence, S 09 deg. -25'-45" W - 245.91 feet to an old iron rod at a post; Thence, N 82 deg. -48'-09" W - 1,192.04 feet to an old iron rod at a fence intersection on the east line of the Metro Nashville Airport Authority (MNAA) property, recorded in Book 5042, page 711, R.O.D.C., Tenn.;

Thence, along the east line of various MNAA tracts: N 07 deg. 54'-17" E - 812.69 feet to an old iron rod; Thence, N 07 deg. -19'-17" E - 693.16 feet to a large stone at a fence intersection, being the northeast corner of the MNAA tract recorded in Book 6264, page 353, R.O.D.C., Tenn. and also being the south line of the Andrew Davis property, recorded in Book 1451, page 573, R.O.D.C., Tenn.;

Thence, along Davis' south line, S 82 deg. -10'-19" E - 400.87 feet to a stone at a fence intersection, being the southwest corner of the Guy P. McFarland, et al property, recorded in Book 2707, page 627, R.O.D.C., Tenn.;

Thence, along McFarland's south and east line: S 82 deg. -43'-07" E - 693.52 feet to an old iron rod at a fence corner; Thence, N 07 deg. -27'-21" E - 882.33 feet to the point of beginning.

Containing 116.09 acres.

Being the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from Elm Hill Builders, Inc., a Tennessee corporation, and Lakeview Hills Company, a Tennessee general partnership, with the entire partnership interest having been acquired and now owned by Eugene P. Davis, of record in Book 7252, page 124, Register's Office for Davidson County, Tennessee.

TRACT II: Being Lot Nos. 49, 50, 51, 52, 53, 54, 104, 105, 106, 107, 108 and 109 as shown on the Plat of East Lake, Section IV, as of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from Elm Hill Builders, Inc., a corporation, of record in Book 7252, page 124, in the Register's Office for Davidson County, Tennessee.

TRACT III:

Land in the 2nd (formerly the 3rd) Civil District, Davidson County, Tennessee, and described according to a survey by McConnell Engineering Consultants, Inc., dated April 1, 1987, as follows:

Beginning at a P.K. nail near the centerline of Pleasant Hill Road, approximately 305 feet north of the intersection of said road and the entrance of Elm Hill Marina, said P.K. being the southeast corner of Boyd Coffee, et ux. property, recorded in Book 5382, page 716, R.O.D.C., Tennessee;

Thence, S 18 deg. -11'-20" E - 265.22 feet to an old iron rod being east of said road;

Thence, S 09 deg. -27'-35" W - 107.35 feet to a point in the east lane of said road;

Thence, leaving said road, N 84 deg. 07'-37" W - 1285.74 feet to a point in the east line of the Lakeview Hills Company property recorded in Book 5967, page 158, R.O.D.C., Tennessee (passing old iron rods at 25.33 feet and 718.91 feet respectively, the latter rod being the northwest corner of the Maude B. Jenkins property, recorded in Book 5082, page 643, R.O.D.C., Tennessee, and also being the northeast corner of the William M. Colson, et ux. property recorded in Book 5037, page 599, R.O.D.C., Tennessee);

Thence, along Lakeview's line, N 07 deg. -49'-43" E - 350.06 feet to an old iron rod, being the southwest corner of the aforementioned Coffee property;

Thence, along Coffee's south line, S 84 deg. -06'-01" E - 1172.38 feet to the point of beginning.

Containing 10.01 acres.

Being the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from George E. Welch and wife, Frances J. Welch, of record in Book 7252, page 120, in the Register's Office for Davidson County, Tennessee.

TRACT IV:

Land in the 2nd (formerly the 3rd) Civil District, Davidson County, Tennessee, and described according to a survey by McConnell Engineering Consultants, Inc., dated April 1, 1987 as follows:

Beginning at a P.K. nail near the centerline of Pleasant Hill Road, approximately 305 feet north of the intersection of said road and the entrance of Elm Hill Marina, said nail being the northeast corner of the George E. Welch, et ux. property recorded in Book 5003, page 944, R.O.D.C., Tennessee;

Thence, along Welch's north line, N 84 deg. -06'-01" W - 1172.38 feet to an old iron rod in the easterly line of Lakeview Hills Company property, recorded in Book 5967, page 158, R.O.D.C., Tennessee;

Thence, along said line, N. 08 deg. -04'-50" E - 195.06 feet to the southwest corner of the James A. McKanna, et al. property recorded in Book 5384, page 244, R.O.D.C., Tennessee;

Thence, along McKanna's south line, S 84 deg. -06'-01" E - 1077.68 feet to a P.K. nail near the centerline of the aforementioned Pleasant Hill Road;

Thence, along said road, S 18 deg. -13'-11" E - 213.56 feet to the point of beginning.

Containing 5.03 acres.

Being the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from Boyd Coffee and wife, Helen Coffee, of record in Book 7252, page 116, in the Register's Office for Davidson County, Tennessee.

INCLUDED in the above described property, but specifically EXCLUDED therefrom, are the following described parcels:

EXCLUDED PARCEL I:

Land in the 2nd (formerly the 3rd) Civil District, Davidson County, Tennessee, described according to a survey by McConnell Engineering, dated 9/29/86, as follows:

Beginning at a point on the westerly right-of-way of Timber Valley Drive, being 1,655.73 feet (along 50 foot right-of-way) south of the centerline of Elm Hill Pike, said point being the beginning of a curve, as shown on the plat of Timber Lake, Section 1, recorded in Book 6250, page 219, Register's Office for Davidson County, Tennessee;

Thence, with said right-of-way (now being 60 feet), a length of 301.08 feet, along a 744.89 feet radius curve, which chord bears S 13 deg. 32' 30" E. 299.03 feet;

Thence, S 25 deg. 12' 22" E 401.47 feet to the beginning of a 630.00 feet radius curve to the left, which chord bears S. 30 deg. 24' 21" E 115.724 feet;

Thence, along said curve, a length of 115.89 feet to a point in a fence at the northeast corner of Lot 116 of East Lake, Section 4, recorded in Book 5800, page 245, Register's Office for Davidson County, Tennessee;

Thence, along lines of Section 4;

S. 53 deg. 33' 27" W 139.70 feet to an old iron rod;

Thence, S. 42 deg. 08' 36" E. 87.34 feet;

Thence S. 57 deg. 55' 15" E. 92.34 feet to an old iron rod;

Thence S. 46 deg. 51' 47" E. 90.07 feet to an old iron rod;

Thence, S 56 deg. 18' 40" E. 60.83 feet to an old iron rod;

Thence, leaving said Section 4, S. 43 deg. 07' 21" W 355.04 feet;

Thence, with a curve to the left 241.253 feet, said curve having a radius of 516.739 feet, a central angle of 26 deg. 45', a chord bearing and distance of S. 29' 44' 51" W 239.068 feet;

Thence, S. 16 deg. 22' 21" W. 350.00 feet;

Thence, S. 72 deg. 30' 00" E. 140.00 feet;

Thence, S. 59" 15' 00" E. 115.00 feet;

Thence, S. 49 deg. 45' 00" E. 190.00 feet;

Thence, S. 04 deg. 15' 00" W. 155.88 feet to a point on the northerly line of Percy Priest Woods, Section 4 as recorded in Book 6250, page 356, Register's Office for Davidson County, Tennessee.

Thence, along Percy Priest Woods said northerly line N. 79 deg. 36' 30" W 136.81 feet to an old iron rod said iron rod being the northwest corner of said Section 4, said iron rod also being the northeast corner of land now or formerly owned by Kodill Properties as recorded in Book 4965, page 730, Register's Office for Davidson County, Tennessee.

Thence, along Kodill's north line;

N. 79 deg. 36' 35" W 394.85 feet to an old iron rod at a post;

Thence, S. 09 deg. 25' 45" W. 245.91 feet to an old iron rod at a post;

Thence, N. 82 deg. 48' 09" W. 1,192.04 feet to an old iron rod at a fence intersection on the east line of the Metro Nashville Airport Authority (MNAA) property, recorded in Book 5042, page 711, Register's Office for Davidson County, Tennessee;

Thence, along the east line of various MNAA tracts; N. 07 deg. 54' 17" E. 812.69 feet to an old iron rod;

Thence, N. 07 deg. 19' 17" E. 693.16 feet to a large stone at a fence intersection, being the northeast corner of the MNAA tract recorded in Book 6264, page 353, Register's Office for Davidson County, Tennessee, and also being the south line of the Andrew Davis property, recorded in Book 1451, page 573, Register's Office for Davidson County, Tennessee;

Thence, along Davis' south line, S. 82 deg. 10' 19" E. 400.87 feet to a stone at a fence intersection, being the southwest corner of the Miller G. Kimbrough, Jr., TR., property recorded in Book 6670, page 113, Register's Office for Davidson County, Tennessee;

Thence, along Kimbrough's south and east line;

S. 82 deg. 43' 07" E. 693.52 feet to an old iron rod at a fence corner;

Thence, N. 07 deg. 27' 21" E 882.33 feet to the Point of Beginning, and containing 53.99 acres.

Being part of the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from Elm Hill Builders, Inc., a Tennessee corporation, and Lakeview Hill Company, a Tennessee general partnership, with the entire partnership interest having been acquired and now owned by Eugene P. Davis, of record in Book 7252, page 124, said Register's Office.

EXCLUDED PARCEL II:

Land in Davidson County, Tennessee, being Lots Nos. 40 and 120 on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, and Lot No. 121 on the Plan of Harborview, Phase I-A, Section 2, of record in Plan Book 6900, page 756, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Thompson Homes, Inc. by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in book 7655, page 702, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL III:

Land in Davidson County, Tennessee, being Lots Nos. 29 and 119 on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Wedgewood Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7504, page 251, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL IV:

Land in Davidson County, Tennessee, being Lot No. 46 on the Plan of Harborview, Phase I-A, Section 2, of record in Plan Book 6900, pages 756, 757 and 758, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Wedgewood Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7653, page 188, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL V:

Land in Davidson County, Tennessee, being Lots Nos. 41 and 42 on the Plan of Harborview, Phase I-A, Section 2, of record in Plan Book 6900, page 756, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Ivan Luttrell by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7821, page 114, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL VI:

Land in Davidson County, Tennessee, being Lots Nos. 7 and 114, on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Wedgewood Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7488, page 454, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL VII:

Land in Davidson County, Tennessee, being Lots Nos. 14, 17, 106, 109, 111 and 113 on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Sceptre Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7483, page 409, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL VIII:

Land in Davidson County, Tennessee, being Lots Nos. 105 and 107 on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Thompson Homes, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7499, page 224, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL IX:

Land in Davidson County, Tennessee, being Lot No. 32 on the Plan of Harborview, Phase I-A, Section 3, of record in Plan Book 6200, page 783, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Sceptre Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7653, page 195, Register's Office for Davidson County, Tennessee.

EXCLUDED PARCEL X:

Land in Davidson County, Tennessee, being Lot No. 116 on the Plan of Harborview, Phase I-A, Section 1, of record in Plan Book 6900, page 583, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Sceptre Properties, Inc., by deed from TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, of record in Book 7897, page 590, Register's Office for Davidson County, Tennessee.

The lots described in Tract II hereof are unimproved property known as 1225 Timber Valley Drive (Lot No. 49), 1229 Timber Valley Drive (Lot No. 50), 1233 Timber Valley Drive (Lot No. 51), 1237 Timber Valley Drive (Lot No. 52), 1241 Timber Valley Drive (Lot No. 53), 1301 Timber Valley Drive (Lot No. 54), 1304 Timber Valley Drive (Lot No. 104), 1300 Timber Valley

Drive (Lot No. 105), 1236 Timber Valley Drive (Lot No. 106), 1232 Timber Valley Drive (Lot No. 107), 1228 Timber Valley Drive (Lot No. 108), and 1224 Timber Valley Drive (Lot No. 109), respectively, Nashville, Tennessee.

A portion of the above described Land is part of that property shown on the plans of Cheswicke Park, of record in Book 6900, page 577-581, Register's Office for Davidson County, Tennessee. Part of the above-described Land is also known as Lots Nos. 31, 33, 34, 35, 36 and 37 and the property shown as Open Space on the Plat of Harborview, Phase 1-A, Section Three, as of record in Book 6200, page 783, said Register's Office; the property shown as Open Space on the Plat of Revisions to Lots 171-172 and Open Space of Phase 1-A, Harborview, Section 2, of record in Book 6200, page 817, said Register's Office; Lot Nos. 4, 5, 6, 15, 16, 26, 27, 28, 30, 38, 39, 101, 102, 103, 104, 110, 112, 117 and 118, and the property shown as Open Space on the Plat of Harborview, Phase 1-A, Section One, as of record in Book 6900, page 583, said Register's Office; and Lot Nos. 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 99, 100, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 160, 170, 173, 174, 175, 176, 177, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 and the property shown as Open Space on the Plat of Harborview, Phase 1-A, Section 2, of record in Book 6900, page 756, 757 and 758, said Register's Office. The foregoing described lots are unimproved property known as 2005 Woodlake Court (Lot No. 31), 2013 Woodlake Court (Lot No. 33), 2017 Woodlake Court (Lot No. 34), 2012 Woodlake Court (Lot No. 35), 2008 Woodlake Court (Lot No. 36), 2004 Woodlake Court (Lot No. 37), 3101 Harborwood Drive (Lot No. 4), 3105 Harborwood Drive (Lot No. 5), 3109 Harborwood Drive (Lot No. 6), 3121 Harborwood Drive (Lot No. 15), 3125 Harborwood Drive (Lot No. 16), 3133 Harborwood Drive or 1900 Portman Drive (Lot No. 26), 3137 Harborwood Drive (Lot No. 27), 3141 Harborwood Drive (Lot No. 28), 3149 Harborwood Drive or 2001 Woodlake Court (Lot No. 30), 3153 Harborwood Drive (Lot No. 38), 3157 Harborwood Drive (Lot No. 39), 3156 Harborwood Drive (Lot No. 118), 3152 Harborwood Drive (Lot No. 117), 3136 Harborwood Drive (Lot No. 112), 3128 Harborwood Drive (Lot No. 110), 3108 Harborwood Drive (Lot No. 104), 3104 Harborwood Drive (Lot No. 103), 3100 Harborwood Drive (Lot No. 102), 1233 Pleasant Hill Road (Lot No. 101), 2209 S. Ashford (Lot No. 43), 2213 S. Ashford (Lot No. 44), 2217 S. Ashford Lot No. 45), 2220 S. Ashford (Lot No. 47), 2216 S. Ashford (Lot No. 48), 2212 S. Ashford (Lot No. 49), 2208 S. Ashford (Lot No. 50), 2204 S. Ashford (Lot No. 51), 2200 S. Ashford or 3169 Harborwood Drive (Lot No. 52), 3457 Harborwood Circle or 3173 Harborwood Drive (Lot No. 53), 3461 Harborwood Circle (Lot No. 54), 3465 Harborwood Circle (Lot No. 55), 3469 Harborwood Circle (Lot No. 56), 3473 Harborwood Circle (Lot No. 57), 3477 Harborwood Circle (Lot No. 58), 3481 Harborwood Circle (Lot No. 59), 3485 Harborwood Circle or 4001 Windwood Lane (Lot No. 60), 3489 Harborwood Circle or 4000 Windwood Lane (Lot No. 99), 3493 Harborwood Circle (Lot No. 100), 2104 N. Ashford (Lot No. 122), 2108 N. Ashford (Lot No. 123) 2112 N. Ashford (Lot No. 124), 2116 N. Ashford (Lot No. 125), 2120 N. Ashford (Lot No. 126), 2121 N. Ashford (Lot No. 127), 2117 N. Ashford (Lot No. 128), 2113 N. Ashford (Lot No. 129), 2109 N. Ashford (Lot No. 130), 2105 N. Ashford (Lot No. 131), 3172 Harborwood Drive or 2101 N. Ashford (Lot No. 132), 3453

Harborwood Circle or 3176 Harborwood Drive (Lot 133), 3449 Harborwood Circle (Lot No. 134), 3445 Harborwood Circle (Lot No. 135), 1305 Timber Valley Drive (Lot No. 160), 3444 Harborwood Circle (Lot No. 170), 3456 Harborwood Circle (Lot No. 173), 3460 Harborwood Circle (Lot No. 174), 3464 Harborwood Circle (Lot No. 175), 3468 Harborwood Circle (Lot No. 176), 3472 Harborwood Circle (Lot No. 177), 3476 Harborwood Circle (Lot No. 179), 3480 Harborwood Circle (Lot No. 180), 3484 Harborwood Circle (Lot No. 181), 1309 Timber Valley Drive or 3488 Harborwood Circle (Lot No. 182), 3497 Harborwood Circle or 1317 Timber Valley Drive (Lot No. 183), 1321 Timber Valley Drive (Lot No. 184), 1325 Timber Valley Drive (Lot No. 185), 1329 Timber Valley Drive (Lot No. 186), 1333 Timber Valley Drive (Lot No. 187), 1337 Timber Valley Drive (Lot No. 188), 1341 Timber Valley Drive (Lot No. 189), 1345 Timber Valley Drive (Lot No. 190), 1349 Timber Valley Drive (Lot No. 191), 1348 Timber Valley Drive (Lot No. 192), 1344 Timber Valley Drive (Lot No. 193), 1340 Timber Valley Drive (Lot No. 194), 1336 Timber Valley Drive (Lot No. 195), 1332 Timber Valley Drive (Lot No. 196), 1328 Timber Valley Drive (Lot No. 197), 1324 Timber Valley Drive (Lot No. 198), 1320 Timber Valley Drive or 3501 Harborwood Circle (Lot No. 199), 1308 Timber Valley Drive or 3500 Harborwood Circle (Lot No. 200).

EXHIBIT B

Description of Easement

Land lying in the 2nd Civil District (formerly the 3rd) of Davidson County, Tennessee, being a 60' wide temporary ingress and egress easement and being more particularly described as follows:

Beginning at an old iron rod at the most westerly corner of Lot 113 of East Lake, Section 4, as of record in Book 5800, page 245, Register's Office for Davidson County, Tennessee, said iron rod being on the easterly margin of an unnamed road;

Thence, leaving the lines of said East Lake, Section 4, S. 43 deg. 07' 21" W. 355.04 feet;

Thence, with a curve to the left 241.253 feet, said curve having a radius of 516.739' a central angle of 26' 45", a chord bearing and distance of S. 29 deg. 44' 51" W. 239.068 feet;

Thence, S. 16 deg. 22' 21" W. 350.00 feet;

Thence, N. 73 deg. 37' 39" W, 60.00 feet;

Thence, N. 16 deg. 22' 21" E, 350.00 feet;

Thence, with a curve to the right 269.267 feet, said curve having a radius of 576.739 feet, a central angle of 26 deg. 45', a chord bearing and distance of N. 29 deg. 44' 51" E. 266.828 feet;

Thence, N. 43 deg. 07' 21" E. 345.07 feet to an old iron rod, said iron rod being the most southerly corner of Lot 114 of the aforementioned East Lake, Section 4, said iron rod also being on the westerly margin of the aforementioned unnamed road;

Thence, S. 56 deg. 18' 40" E. 60.83 feet to the point of beginning and containing 1.31 acres.

Being part of the same property conveyed to TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, by deed from Elm Hill Builders, Inc., a Tennessee corporation, and Lakeview Hills Company, a Tennessee general partnership, with the entire partnership interest having been acquired and now owned by Eugene P. Davis, of record in Book 7252, page 124, Register's Office for Davidson County, Tennessee.

EXHIBIT C

Exceptions

1. 1988, 1989 and 1990 real estate taxes.

2. Deed of Trust executed by TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, having TennSouth Properties, Ltd., a Tennessee limited partnership, as general partner, to J.M. Grissim, Trustee, dated December 22, 1987 and recorded in Book 7449, page 156, Register's Office of Davidson County, Tennessee, in favor of Third National Bank in Nashville which states that it secures a debt in the principal sum of $325,350.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein.

   Said Deed of Trust was subsequently modified by Deed of Trust Modification Agreement, of record in Book 7874, page 618, Register's Office for Davidson County, Tennessee, to increase the amount of indebtedness by $795,000.00.

3. Deed of Trust executed by TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, having TennSouth Properties, Ltd., a Tennessee limited partnership, as general partner, to J.M. Grissim, Trustee, dated May 29, 1987 and recorded in Book 7252, page 130, Register's Office of Davidson County, Tennessee, in favor of Third National Bank in Nashville which states that it secures a debt in the principal sum of $6,186,300.00 payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein.

   Said Deed of Trust was subsequently modified by Deed of Trust Modification Agreement, of record in Book 7874, page 623, Register's Office for Davidson County, Tennessee.

4. Financing Statement naming TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, as debtor, and Third National Bank in Nashville as secured party, filed May 29, 1987, of record in Book 7252, page 142, Register's Office for Davidson County, Tennessee, in the amount of $6,186,300.00.

5. Financing Statement naming TennSouth-Davis Properties, Ltd., a Tennessee limited partnership, as debtor, and Third National Bank in Nashville as secured party, of record in Book 7874, page 626, Register's Office for Davidson County, Tennessee.

6. Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 5856, page 80, and Book 5856, page 84, Register's Office for Davidson County, Tennessee.

7. Deed of Conveyance of Water and Sewer Lines, of record Book 6147, page 886, and Book 6147, page 893, Register's Office for Davidson County, Tennessee.

8. Unrecorded Easement for Sanitary Sewer, dated June 19, 1980 and referred to in deed, of record in Book 5658, page 984, Register's Office for Davidson County, Tennessee.

9. Right-of-Way of any road, street or highway encompassed within the boundaries of the property.

10. All matters as shown on the Plan of record in Book 6900, pages 756-758, Book 6900, pages 577-581, Book 6900, page 583, Book 6200, page 783, and Book 6200, page 817, Register's Office for Davidson County, Tennessee. (Tract I, III and IV)

11. Declaration of Covenants, Conditions and Restrictions, of record in Book 7471, page 26, as amended in Book 7646, page 142, Book 7646, page 147, Book 7646, page 149, as re-recorded in Book 7647, page 648, Register's Office for Davidson County, Tennessee. (Tracts I, III and IV).

12. Storm Water Detention Agreement, of record in Book 7390, page 270, Register's Office for Davidson County, Tennessee.

13. All matters as shown on the Plan of record in Book 5800, page 245, Register's Office for Davidson County, Tennessee, which includes an owner's certificate, minimum building setback lines, public utility and drainage easement and other matters. (Tract II).

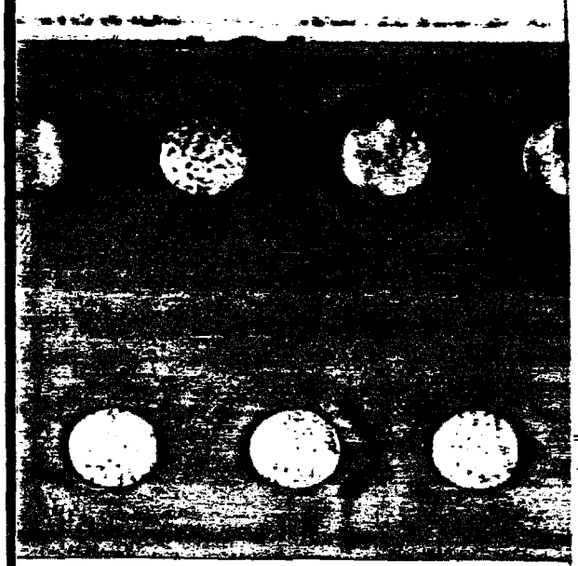
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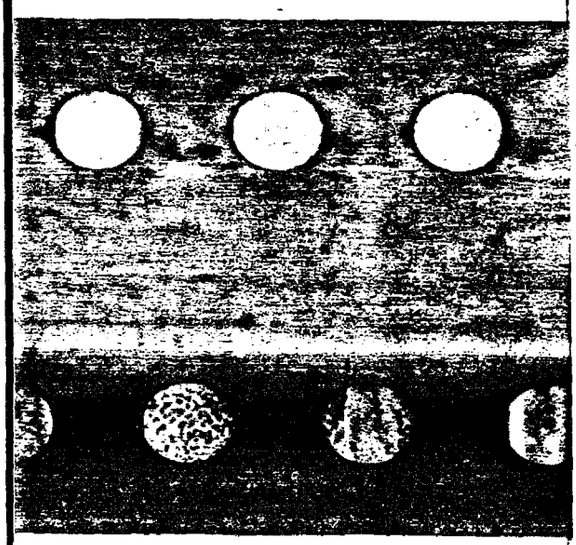
IDENTIF. REFERENCE

Mar 20 4 09 PM '90

DAVIDSON COUNTY TN.

155 03/20 0101 03CHECK 6823.00





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

RECEIVED OF _____

FOR _____

BOOK 8068 PAGE 742

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
				CAMT 2050000.00
				CON TX 6765.00
				PRFEE 1.00
				WDEED 57.00
				TOTAL 6823.00
				CHECK 6823.00
03/20/90		01		16:08 0001 4166

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 2282

IDENTIF. REFERENCE

MAR 20 4 09 PM '90

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 302608