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 148, Parcels 190 and 175; Map 172, Parcel 132; Map 172-8B, Parcels 1 through 20 (inclusive), 22, 24 through 27 (inclusive), 29, 31 through 40 (inclusive), 90 through 96 (inclusive) and open common area; Map 95-12,part of Parcel 58; and Map 95-12, Parcels 174, 191 through 199(inclusive), 201 through 221(inclusive), and 223 through 226 (inclusive)

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, J. MARVIN HOPPER, a resident of Nashville, Davidson County, Tennessee (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 those certain tracts or parcels 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 comprising and/or relating to the Land, or any part thereof (the "Property"):

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

(b) All lines, pipes, valves, boxes, drains, building materials, furnishings, fixtures, equipment, machinery, goods, and other articles of personal property of every kind and nature whatsoever owned by GRANTOR, 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 any part thereof, and all proceeds therefrom.

(c) All rights, titles and interests of Borrower in and to the minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements located on, under or above the Land, or any part thereof.

(d) 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 any part thereof.

(e) All accounts and contract rights arising in connection with the Land, or any part thereof, and all rents, issues, profits

and revenues of the Land, or any part thereof, from time to time accruing, whether under leases or tenancies now existing or otherwise, specifically including, without limitation, GRANTOR'S rights, as Developer and/or Declarant, under and pursuant to the Declaration of Covenants, Conditions and Restrictions of Bridle Downs, of record in Book 7448, page 772, Register's Office for Davidson County, Tennessee, and GRANTOR'S rights, as Declarant, under and pursuant to the Declaration of Covenants, Conditions and Restrictions for Lakeland, Section II, Phase II, of record in Book 7826, page 462, said Register's Office, as amended by that certain Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Lakeland, Section II, Phase II, A Planned Unit Development, of record in Book 8079, page 800, said Register's Office.

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

TO HAVE AND TO HOLD the Land and the Property, 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 B, attached hereto and incorporated herein by reference; and GRANTOR further covenants and binds himself, and his heirs 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.

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 and Security Agreement, dated October 19, 1987, executed by GRANTOR and GRANTEE, of record in Book 7382, page 697, Register's Office for Davidson County, Tennessee; (b) that certain Deed of Trust, dated September 21, 1988, executed by GRANTOR and wife, Anita S. Hopper, to Robert N. Buchanan, III, Trustee, for the benefit of GRANTEE, of record in Book 7661, page 864, Register's Office for Davidson County, Tennessee, as amended by that certain Extension and Modification of Deed of Trust, dated October 11, 1989, executed by GRANTOR and wife, Anita S. Hopper, of record in

Book 7962, page 112, said Register's Office; (c) that certain Deed of Trust and Security Agreement, dated August 26, 1986, executed by Land Management & Development Co., a Tennessee general partnership composed of Robert M. Collier and GRANTOR ("Land Management"), and GRANTEE, of record in Book 6966, page 521, Register's Office for Davidson County, Tennessee, as amended by that certain Modification of Deed of Trust, dated November 12, 1986, of record in Book 7043, page 392, said Register's Office; (d) that certain UCC-1 Financing Statement, bearing File No. 364227, filed with the Tennessee Secretary of State; (e) that certain Deed of Trust and Security Agreement, dated August 26, 1986, executed by Land Management and GRANTEE, of record in Book 6966, page 503, Register's Office for Davidson County, Tennessee, as amended by that certain Modification of Deed of Trust, dated November 12, 1986, of record in Book 7043, page 394, said Register's Office; (f) that certain UCC-1 Financing Statement, bearing File No. 364228, filed with the Tennessee Secretary of State; and (g) that certain Cross-Default and Cross-Collateralization Agreement, dated October 6, 1989, executed by and between GRANTEE, GRANTOR and Land Management & Development Co., a sole proprietorship, as successor in interest to Land Management, of record in Book 7966, page 108, 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.

Anita S. Hopper, wife of GRANTOR, joins herein for the purposes of conveying any and all right, title and interest she may have in and to the Land and/or the Property, by virtue of the marital relationship or otherwise.

IN WITNESS WHEREOF, the GRANTOR has caused this General Warranty Deed to be executed this 31st day of August, 1990.

J. MARVIN HOPPER

ANITA S. HOPPER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, J. Marvin Hopper, 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.

Witness my hand, at office, this 31st day of August, 1990.

Richard A Warren
Notary Public

My Commission Expires: 11/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Anita S. Hopper, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 31st day of August, 1990.

Richard A Warren
Notary Public

My Commission Expires: 11/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,284,866.88. This is equal to or greater than the property would bring at a fair and voluntary sale.

AFFIANT

THIRD NATIONAL BANK IN NASHVILLE

BY: [signature]

ITS: Senior Vice President

Subscribed and sworn to before me this 4th day of September, 1990.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

TRACT I

All that certain tract or parcel of land lying, situate and being in Davidson County, Tennessee, and being more particularly described as follows:

Land in Davidson County, Tennessee, being Reserve Parcel B-1, Revised Plat of Reserved Parcel B, Haywood Development, of record in Book 5050, page 79, Register's Office for said County, and described according to said Plan as follows:

Beginning at an iron pin in the northerly margin of Haywood Lane, said iron pin being the southwest corner of tract described herein; thence leaving said margin of Haywood Lane, North 25 deg. 26' 26" West 354.00 feet to a monument on the southerly margin of a 25 foot private access easement, thence with said margin of said access easement, North 40 deg. 26' 25" East 100.00 feet to an iron pin located on the westerly margin of Bakertown Road; thence with said margin of Bakertown Road, 85.00 feet in a southeasterly direction to a point; thence continuing with said margin of said road, 350.92 feet to a point at the intersection of Bakertown Road and Haywood Lane; thence with a curve having a radius of 25.30 feet, a distance of 39.27 feet to monument on the northerly margin of Haywood Lane; thence with said margin of Haywood Lane, 136.88 feet in a westerly direction to the point of beginning.

Being the same property conveyed to J. Marvin Hopper by deed from Don Peters, unmarried and Tom Bainbridge, unmarried, of record in Book 7382, page 693, said Register's Office.

This is unimproved property known as 110 Haywood Lane, Antioch, Tennessee 37013.

TRACT II

Being Reserve Parcel B on the Revised Plat of Reserved Parcel B, Haywood Development, as of record in Plat Book 5050, page 79, Register's Office for Davidson County, lying in the Fifth Civil District of Davidson County, Tennessee, and more particularly described as follows:

Beginning at an iron pin in the North R.O.W. of the northbound entrance ramp to I-24, said point being located in a fence S. 88 deg. 54' 40" W, 37.20 feet from a highway monument to the true point of beginning. Said true point of beginning being the southwest corner of Lot 3 shown thereon and the most southerly corner of the tract herein described;

Thence, with said R.O.W., S. 88 deg. 54' 40" W, 407.43 feet to a highway monument;

Thence, N. 69 deg. 51' 27" W. 465.07 feet to a highway monument;

Thence N. 42 deg. 28' 40" W. 477.09 feet to a highway monument;

Thence N. 30 deg. 29' 46" W., 739.63 feet to a point;

Thence leaving the R.O.W. of I-24, N. 59 deg. 30' 14" E., 116.32 feet to an iron pin;

Thence, S. 30 deg. 29' 46" E., 92.88 feet to a point, the beginning of a curve to the left;

Thence, with said curve to the left having a radius of 343.66 feet a distance of 462.31 feet to a point in the west margin of Bakertown Road, intersecting with a curve to the left;

Thence, with said curve to the left having a radius of 532.40 feet to a distance of 710.85 feet to a point;

Thence S. 81 deg. 36' 17" E., 105.87 feet to a point, the beginning of a curve to the right;

Thence with said curve to the right having a radius of 1025.59 feet a distance of 147.45 feet to a point, the beginning of another curve to the right;

Thence, with said curve to the right having a radius of 591.40 feet a distance of 245.75 feet to a point;

Thence, S. 49 deg. 33' 36" E, 75.00 feet to an iron pin, said point being the northernmost corner of Reserve Parcel B-1 as shown thereon;

Thence, leaving said Bakertown Road with the north line of Reserve Parcel B-1 and Lot 3, S. 40 deg. 26' 25" W., 193.13 feet to an iron pin, said point being the northwest corner of said Lot 3;

Thence, with the said Lot 3 line, S 25 deg. 26' 26" E. 296.18 feet to the point of beginning.

Containing 17.92 acres more or less.

Being the same property conveyed to J. Marvin Hopper, by quitclaim deed from James I. Vance Berry, Trustee, of record in Book 7661, page 861, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Bakertown Road, Antioch, Tennessee 37013.

TRACT III

A tract of land in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, being part of the property on the Boundary Plat "Phase One Bridle Downs" of record in Plat Book 6900, page 545, R.O.D.C., Tennessee and is more fully described according to Boundary Retracement Survey of R.H. Maxson, III, Tennessee Registered Land Surveyor No. 818, Regan-Smith-Murphy & Associates, dated August 15, 1990, Job No. 86-091 as follows:

Beginning at an existing concrete monument in a northeasterly corner of the herein-described tract and the northwesterly corner of Lot 113 on the plat of Section One Forest Acres Estates of record in Book 3700, page 2, R.O.D.C., Tennessee; thence,

With the westerly line of Forest Acres Estates, S 00 deg. 46' 46" E, 907.01 feet to an existing broken concrete monument; thence,

S 34 deg. 03' 54" W, 219.72 feet to an existing iron pin in the northerly corner of Lot 99 on the plat of Section Two Forest Acres Estates of record in Book 4175, page 128, R.O.D.C., Tennessee; thence,

With the westerly and northerly lines of Section Two, S 44 deg. 34' 06" W, 261.89 feet to an existing concrete monument; thence,

N 61 deg. 23' 58" W, 344.87 feet to an existing concrete monument in the southeasterly corner of Edward Quinn Warner, et ux property of record in Book 4975, page 906, R.O.D.C., Tennessee; thence,

With the easterly line of Warner, N 55 deg. 16' 02" W, 209.64 feet to an existing concrete monument; thence,

N 44 deg. 55' 54" W, 398.46 feet to an existing iron pin in concrete; thence,

N. 28 deg. 40' 52" W, 197.85 feet to an existing iron pin in concrete; thence,

N 20 deg. 17' 07" W, 625.94 feet to an existing concrete monument in the southerly line of Lodge South of record in Plat Book 6900, page 238, R.O.D.C., Tennessee; thence,

With the southerly and easterly lines of Lodge South, S 88 deg. 09' 43" E, 949.22 feet to an existing concrete monument; thence,

S 87 deg. 09' 51" E, 314.81 feet to an existing spike in concrete; thence,

S 86 deg. 41' 26" E 18.33 feet to an iron pin set in the northwesterly right-of-way line of Barnes Road; thence,

Crossing Barnes Road S 86 deg. 41' 26" E, 63.34 feet to a point in the southeasterly right-of-way of said road; thence,

With the southeasterly line of Barnes Road, N 41 deg. 10' 59" E, 11.25 feet to an existing iron pin; thence,

Leaving the right-of-way of Barnes Road, S 48 deg. 49' 01" E, 14.47 feet to the point of beginning and containing 1,266,797 square feet or 29.08 acres, more or less.

INCLUDED IN THE FOREGOING DESCRIPTION OF TRACT III, BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE, ARE THE FOLLOWING DESCRIBED PARCELS:

Excluded Parcel I

Land in Davidson County, Tennessee, being Lot Nos. 21 and 23, on the Plan of Revised Final Plat, Bridle Downs, Phase One, as shown on plat of record in Plat Book 6900, pages 701, 702 and 703, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to William N. Frasch and Sherry E. Frasch d/b/a Frawood Custom Builders, by Warranty Deed from J. Marvin Hopper, of record in Book 8021, page 910, said Register's Office.

Excluded Parcel II

Land in Davidson County, Tennessee, being Lot Nos. 28 and 30 on the Plan of Revised Final Plat, Bridle Downs, Phase One, as shown on plat of record in Plat Book 6900, pages 701, 702 and 703, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Dale W. Jones, an unmarried man d/b/a Dale W. Jones & Associates, by Warranty Deed from J. Marvin Hopper of recod in Book 8021, page 936, said Register's Office.

Tract III being part of the same property conveyed to J. Marvin Hopper by Quitclaim Deed from Land Management and Development Company, of record in Book 7034, page 74, Register's Office for Davidson County, Tennessee, and re-recorded in Book 8019, page 570, said Register's Office.

The portion of the above-described Tract III which has been subdivided is also known as Lot Nos. 1 through 20, 22, 24 through 27, 30 through 40, 90 through 96, and open common area, as shown on the Revised Final Plat of Bridle Downs, Phase One, of record in Plat Book 6900, pages 701 through 703, said Register's Office. The foregoing described lots are unimproved property known as 1529 Celebration Way (Lot 1), 1533 Celebration Way (Lot 2), 1537 Celebration Way (Lot 3), 1541 Celebration Way (Lot 4), 1545 Celebration Way (Lot 5), 1549 Celebration Way (Lot 6), 104 Walking Horse Court (Lot 7), 108 Walking Horse Court (Lot 8), 112 Walking Horse Court (Lot 9), 113 Walking Horse Court (Lot 10), 109 Walking Horse Court (Lot 11), 105 Walking Horse Court (Lot 12), 1601 Walking Horse Court (Lot 13), 1605 Celebration Way (Lot 14), 1609 Celebration Way (Lot 15), 305 Masterpiece Court (Lot 16), 309 Masterpiece Court (Lot 17), 313 Masterpiece Court (Lot 18), 312 Masterpiece Court (Lot 19), 308 Masterpiece Court (Lot 20), 1613 Masterpiece Court (Lot 22), 405 Midnight Sun Circle (Lot 24), 409 Midnight Sun Circle (Lot 25), 408 Midnight Sun Circle (Lot 26), 404 Midnight Sun Circle (Lot 27), 1625 Celebration Way (Lot 29), 1633 Celebration Way (Lot 31), 1632 Celebration Way (Lot 32), 1628 Celebration Way (Lot 33), 1624 Celebration Way (Lot 34), 1620 Celebration Way (Lot 35), 1616 Celebration Way (Lot 36), 1612 Celebration Way (Lot 37), 1608 Celebration Way (Lot 38), 1604 Celebration Way (Lot 39), 1600 Celebration Way (Lot 40), 1560 Celebration Way (Lot 90), 1556 Celebration Way (Lot 91), 1552 Celebration Way (Lot 92), 1548 Celebration Way (Lot 93), 1544 Celebration Way (Lot 94), 1540 Celebration Way (Lot 95), and 1536 Celebration Way (Lot 96). The portion of the above-described property which has not been subdivided into lots is shown as Phase Two on the Boundary Plat of Bridle Downs, Phase One, of record in Book 6900, page 545, said Register's Office, and said portion is unimproved property known as Kinhawk Drive.

TRACT IV

Parcel I

A tract of land in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, being all and the same property recorded on the plat of "PUD Boundary Plat - Lakeland Section Two" in Plat Book 7900, page 102, R.O.D.C., Tennessee, said tract being more fully described according to Boundary Retracement Survey of R.H. Maxson, III, Tennessee Registered Land Surveyor No. 818, Regan-Smith-Murphy & Associates, dated August 15, 1990, Job No. 86-011 as follows:

Beginning at an iron pin in the northeasterly corner of the herein-described tract and the northwesterly corner of Lot 1 on the plat of Section II, Phase One Lakeland of record in Plat Book 6250, page 983, R.O.D.C., Tennessee; thence,

With the westerly line of said Lot 1, S 44 deg. 01' 13" E, 147.99 feet to an iron pin set in the northerly right-of-way line of Airwood Drive; thence,

With said northerly right-of-way line in a northeasterly direction with a 420.00-foot radius curve to the right, a distance of 39.96 feet to an iron pin set, said curve has a chord bearing and distance of N 48 deg. 42' 20" E, 39.94 feet; thence,

Crossing Airwood Drive, S 38 deg. 34' 08" E, 40.00 feet to an iron pin set in the southwesterly terminus of the southerly return at the intersection of the southerly right-of-way of Airwood Drive and the westerly right-of-way line of Hibbitts Road; thence,

In a northeasterly and southeasterly direction with a 25.00-foot radius curve to the right, a distance of 39.27 feet to an iron pin set, said curve has a chord bearing and distance of S 83 deg. 34' 08" E, 35.36 feet; thence,

With the westerly right-of-way line of Hibbitts Road, S 38 deg. 34' 08" E, 130.90 feet to an iron pin set; thence,

With a 545.00-foot radius curve to the left a distance of 404.91 feet to an iron pin set, said curve has a chord bearing and distance of S 59 deg. 51' 11" E, 395.66 feet; thence,

Leaving the right-of-way line of Hibbitts Road, S 07 deg. 44' 10" E, 143.47 feet to an existing iron pin in the northerly line of Meadowview Acres of record in Plat Book 2133, page 50, R.O.D.C., Tennessee; thence,

With said northerly line, S 89 deg. 07' 30" W, 20.96 feet to an existing concrete monument; thence,

S 85 deg. 59' 50" W, 100.25 feet to an existing concrete monument; thence,

S 83 deg. 19' 28" W, 86.28 feet to an existing concrete monument; thence,

S 79 deg. 24' 13" W, 119.20 feet to an existing concrete monument; thence,

S 75 deg. 24' 54" W, 100.17 feet to an existing broken concrete monument; thence,

S 71 deg. 27' 55" W, 155.23 feet to an existing broken concrete monument in the northerly line of Lakeland of record in Plat Book 2133, page 15, R.O.D.C., Tennessee; thence,

With said northerly line of Lakeland S 68 deg. 13' 55" W, 139.98 feet to an existing concrete monument; thence,

S 64 deg. 48' 45" W, 438.56 feet to an existing concrete monument; thence,

S 61 deg. 20' 54" W, 503.30 feet to an existing concrete monument; thence,

S 62 deg. 11' 02" W, 314.76 feet to an existing concrete monument; thence,

S 71 deg. 47' 59" W, 136.89 feet to an existing concrete monument; thence,

S 66 deg. 02' 37" W, 138.72 feet to an existing concrete monument; thence,

S 61 deg. 43' 11" W, 101.19 feet to an existing concrete monument in the southeasterly corner of Gateway Missionary Baptist Church of record in Book 3186, page 542, R.O.D.C., Tennessee; thence,

With the easterly line of Gateway Church, N. 10 deg. 18' 40" W, 184.96 feet to an existing iron pin in the southerly line of Woodberry Park of record in Plat Book 2133, page 119, R.O.D.C., Tennessee; thence,

With said southerly line, N 59 deg. 17' 02" E, 433.06 feet to an existing concrete monument in a southeasterly corner of Woodberry Park; thence,

With an easterly line of Woodberry Park, N 15 deg. 40' 08" W, 293.60 feet to an existing concrete monument in a southerly line of Woodberry Park; thence,

With said southerly line, N 71 deg. 10' 44" E, 155.20 feet to an existing iron pin; thence,

N 64 deg. 50' 35" E, 280.15 feet to an existing iron pin; thence,

N 64 deg. 36' 28" E, 378.49 feet to an existing concrete monument; thence,

N 56 deg. 17' 56" E, 234.33 feet to an existing concrete monument; thence,

N 58 deg. 18' 13" E, 245.79 feet to an existing iron pin; thence,

N 11 deg. 13' 17" E, 101.73 feet to an existing concrete monument; thence,

N 55 deg. 01' 40" E, 120.67 feet to the point of beginning and containing 982,480 square feet or 22.555 acres, more or less.

INCLUDED IN THE FOREGOING DESCRIPTION OF TRACT IV, PARCEL I, BUT EXPRESSLY EXCLUDED FROM THIS CONVEYANCE, ARE THE FOLLOWING DESCRIBED PARCELS:

Excluded Parcel I

Land in Davidson County, Tennessee, being Lots 26 and 48 on the Final Plat of Lakeland, Phase Two, Section Two, of record in Book 7900, page 103, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to J. Marvin Hopper by quitclaim deed from Land Management and Development Company, of record in Book 7034, page 80, and re-recorded in Book 7693, page 504, Register's Office for Davidson County, Tennessee.

Excluded Parcel II

All "Common Area" as defined in Declaration of Covenants, Conditions and Restrictions, of record in Book 7826, page 462, Register's Office for Davidson County, Tennessee, and contained within the boundaries of the tract or parcel known as Lakeland, Section II, Phase II, A Planned Unit Development, as of record in Book 7900, page 103, said Register's Office, to which plan reference is made for a complete legal description.

Being the same property conveyed to Lakeland, Section II, Phase II, Homeowners' Association, a Tennessee not-for-profit corporation, by Warranty Deed from J. Marvin Hopper, as of record in Book 8068, page 686, said Register's Office.

Tract IV, Parcel I being part of the same property conveyed to J. Marvin Hopper by quitclaim deed from Land Management and Development Company, of record in Book 7034, page 80, and rerecorded in Book 7693, page 504, Register's Office for Davidson County, Tennessee.

A portion of the above-described Tract IV, Parcel I, is also known as Lots 17 through 25, 27 through 47, and 49 through 52, on the Final Plat of Lakeland, Phase Two, Section Two, of record in Plat Book 7900, page 103, said Register's Office. The foregoing described lots are 2629 Hibbitts Road (Lot 17), 2625 Hibbitts Road (Lot 18), 2621 Hibbitts Road, or 601 Hibbitts Court (Lot 19), 605 Hibbitts Court (Lot 20), 609 Hibbitts Court (Lot 21), 612 Hibbitts Court (Lot 22), 608 Hibbitts Court (Lot 23), 604 Hibbitts Court (Lot 24), 600 Hibbitts Court or 2617 Hibbitts Road (Lot 25), 2744 Airwood Drive (Lot 27), 2740 Airwood Drive (Lot 28), 2736 Airwood Drive (Lot 29), 2732 Airwood Drive (Lot 30), 2728 Airwood Drive (Lot 31), 2724 Airwood Drive (Lot 32), 2720 Airwood Drive (Lot 33), 2716 Airwood Drive (Lot 34), 2712 Airwood Drive (Lot 35), 2708 Airwood Drive (Lot 36), 2704 Airwood Drive (Lot 37), 2700 Airwood Drive (Lot 38), 2701 Airwood Drive (Lot 39), 2705 Airwood Drive (Lot 40), 2709 Airwood Drive (Lot 41), 2713 Airwood Drive (Lot 42), 2717 Airwood Drive (Lot 43), 2721 Airwood Drive (Lot 44), 2725 Airwood Drive (Lot 45), 2729 Airwood Drive (Lot 46), 2733 Airwood Drive (Lot 47), 2741 Airwood Drive (Lot 49), 2745 Airwood Drive (Lot 50), 2749 Airwood Drive (Lot 51), 2753 Airwood Drive (Lot 52).

The portion of the above-described Tract IV, Parcel I, which has not been subdivided into lots, is shown on the PUD Boundary Plat of Lakeland, Section Two, as of record in Plat Book 7900, page 102, said Register's Office, and said portion is unimproved property known as Lorna Drive, Nashville, Tennessee 37214.

In addition to Tract IV, Parcel I, above-described, a permanent easement appurtenant thereto fifty feet in width, the center line of which is more particularly described as follows:

Beginning at a point 25 feet North of an iron pin set in concrete in the Northeast right of way of Lakeland Drive, this being 25 feet from the corner of the Guy McFarland Property, Parcel "B" Plan of Lakeland, as of record in Book 2133, page 15, Register's Office for Davidson County, Tennessee; thence in a parallel line with the Guy McFarland property in a Northeasterly direction to the Southeasterly boundary of the property herein above conveyed.

Being part of the same property conveyed to J. Marvin Hopper by quitclaim deed from Land Management and Development Company, of record in Book 7034, page 80, and rerecorded in Book 7693, page 504, Register's Office for Davidson County, Tennessee.

Parcel II

Being Lot No. 8 as shown on the Final Plat of Lakeland Section II, Phase One, of record in Book 6250, page 983, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description of said lot.

The above-described lot is unimproved property known as 2812 Airwood Drive, Nashville, Tennessee 37214.

Being part of the same property conveyed to J. Marvin Hopper by quitclaim deed from Land Management and Development Company of record in Book 7034, page 80, and rerecorded in Book 7693, page 504, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Exceptions

1. 1990 real estate taxes. (All tracts)

2. Deed of Trust and Security Agreement executed by J. Marvin Hopper to Robert N. Buchanan, III, Trustee, recorded in Book 7382, page 697, said Register's Office, to secure to Third National Bank in Nashville the payment of one note in the principal sum of $282,000.00. (Tract I)

3. All matters as shown on the plan of record in Book 5050, page 79, said Register's Office. (Tracts I and II)

4. Deed of Trust executed by J. Marvin Hopper and wife, Anita S. Hopper, to Robert N. Buchanan, III, Trustee, recorded in Book 7661, page 864, said Register's Office, to secure to Third National Bank in Nashville the payment of one note in the principal sum of $500,000.00. (Tract II)

   Said Deed of Trust was amended by that certain Extension and Modification of Deed of Trust, dated October 11, 1989, by and between J. Marvin Hopper and wife, Anita S. Hopper, and Third National Bank in Nashville, of record in Book 7962, page 112, said Register's Office. (Tract II)

   Said Deed of Trust was further amended by that certain Cross-Default and Cross-Collateralization Agreement, dated October 6, 1989, of record in Book 7966, page 108, said Register's Office. (Tracts II, III and IV)

5. Lease agreement between J. Marvin Hopper (lessor) and National Advertising Company (lessee) of record in Book 8130, page 478, said Register's Office, and all terms contained therein. (Tract II)

6. Deed of Trust and Security Agreement executed by Land Management and Development Company, a Tennessee general partnership composed of Robert M. Collier and J. Marvin Hopper to Robert N. Buchanan, III, Trustee, recorded in Book 6966, page 521, said Register's Office, to secure to Third National Bank in Nashville the payment of one note in the principal sum of $1,200,000.00. (Tract III)

   Said Deed of Trust and Security Agreement was amended by that certain Modification of Deed of Trust, dated November 12, 1986, of record in Book 7043, page 392, said Register's Office. (Tract III)

   Said Deed of Trust and Security Agreement was further amended by that certain Cross-Default and Cross-Collateralization Agreement, dated October 6, 1989, of record in Book 7966, page 108, said Register's Office. (Tracts II, III and IV)

7. Storm water detention agreement of record in Book 7266, page 813, said Register's Office. (Tract III)

8. All matters as shown on the plans of record in Book 6900, page 545, and Book 6900, pages 701-703, said Register's Office. (Tract III)

9. Declaration of Covenants, Conditions and Restrictions of Bridle Downs, of record in Book 7448, page 772, said Register's Office. (Tract III)

10. Deeds of Conveyance of water and sanitary sewer lines of record in Book 7797, page 477, and Book 7797, page 485, said Register's Office. (Tract III)

11. Deed of Trust executed by Land Management and Development Company, a Tennessee general partnership composed of Robert M. Collier and J. Marvin Hopper, to Robert N. Buchanan, III, Trustee, of record in Book 6966, page 503, said Register's Office, dated August 26, 1986, recorded September 2, 1986, to secure payment to Third National Bank in Nashville an indebtedness in the original principal sum of $800,000.00 and any other sums which may be and/or become payable under the terms thereof, including but not limited to principal, interest and service fee. (Tract IV)

    Said Deed of Trust was amended by Modification of Deed of Trust, dated November 12, 1986, of record in Book 7043, page 394, said Register's Office. (Tract IV)

    Said Deed of Trust was further amended by that certain Cross-Default and Cross-Collateralization Agreement, dated October 6, 1989, of record in Book 7966, page 108, said Register's Office. (Tracts II, III and IV)

12. All matters as shown on the plans of record in Book 6250, page 983, Book 7900, page 102, and Book 7900, page 103, said Register's Office. (Tract IV)

13. Declaration of Covenants, Conditions and Restrictions for Lakeland, Section II, Phase II, of record in Book 7826, page 462, said Register's Office, as amended by that certain Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions of Lakeland, Section II, Phase II, A Planned Unit Development, of record in Book 8079, page 800, said Register's Office. (Tract IV, Parcel I)

14. Restrictive covenants contained in an instrument of record in Book 7397, page 831, said Register's Office. (Tract IV, Parcel II)

15. Covenants and restrictions contained in the deed to Land Management & Development Co., from Allen Earps, et ux., of record in Book 6781, page 163, said Register's Office, as follows:

    Grantees expressly contract and agree that they will so use the hereinbefore described property as not to in any manner interfere with the water rights which are expressly retained by the Grantors. (Tract IV, Parcel I)

    It is expressly stipulated, agreed and covenanted by and between the sellers and the buyers that none of the above-described property conveyed West or Southwest of the TVA Transmission Line right of way easement will be improved by any type of structure or improvement other than fencing, and this stipulation and covenant shall be permanent, running with the land and binding upon all future purchasers. (Tract IV, Parcel I)

    It is stipulated, agreed and covenanted by and between the sellers and buyers that the center of any roadway constructed on the easement herein conveyed will either be in the center of or South-Southeast of the center of the easement herein conveyed and this covenant and agreement is permanent and runs with the land and is binding on all future purchasers and owners. (Tract IV, Parcel I)

16. Easements to Metropolitan Government of Nashville and Davidson County, Tennessee for sanitary sewers and/or drainage, recorded in Book 4925, page 65, Book 4286, page 864 and Book 4754, page 522, Register's Office for Davidson County, Tennessee. (Tract IV, Parcel I)

17. Easements granted to the Electric Power Board in Book 2145, page 20, and Book 2017, page 592, said Register's Office. (Tract IV, Parcel I)

18. Deeds of Conveyance of water and sanitary sewer lines of record in Book 7628, page 596, and Book 7628, page 590, said Register's Office. (Tract IV)

55038

IDENTIFICATION REFERENCE

SEP 5 3 12 PM '90

FILED & RECORDED
DAVIDSON COUNTY, TENN.

U.S. 45-10, 88.11

OFFICIAL RECEIPT

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

09/05/90

PREFF 1.00 ✓
DEED 45.00 ✓
TAL 46.00
ECK 46.00
15:18 0001 6213

TOTAL 9801.00-
CHECK 9801.00-
15:17 0001 5
01

RECEIVED OF _____

FOR _____

BOOK 8189 PAGE 772

09/05/90

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

MAMT 3284866.88
MOR TX 10840.17
PRFEE 1.00
TDEED 45.00
TOTAL 10886.17
CHECK 10886.17
09/05/90 01 15:13 0001 6211

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

55038

IDENTIFICATION REFERENCE

SEP 5 3 12 PM '90

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TENN

CONT

VOID 10885.17-
CON TX 1084.17
MAMT 3284866.88-
VOID
MOR TX 10840.17-
PRFEE 1.00-
VOID
PRFEE 1.00-
VOID
TDEED 45.00-
CAMT

No. 352899

Incorrect Total 10,886.17