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

Map 129-2, Parcel 45;
Map 129-6, Parcels 3,
7, 9, 10, 11, 12, 21,
30, 31, 50, 51 and 57

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

IDENTIFICATION
FEB 12 1991
DAVIDSON COUNTY

92002

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, WILLIAM ALLEN CARGILE, a resident of Franklin, Williamson 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 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 any part thereof, and all proceeds therefrom.

(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 any part thereof.

(d) 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.

(e) 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 full satisfaction of the indebtedness described in and secured by that certain Deed of Trust, March 27, 1986, executed by GRANTOR to J.M. Grissim, Trustee, for the benefit of Lender, of record in Book 6814, page 415, Register's Office for Davidson County, Tennessee; as amended and modified by that certain Deed of Trust Amendment and Modification Agreement, dated December 11, 1987, of record in Book 7432, page 111, said Register's Office (said Deed of Trust, as amended and modified, being collectively, the "Deed of Trust").

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 Deed of Trust 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 Deed of Trust 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.

Phyllis Gregory Cargile, 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 7th day of February, 1991.

William Allen Cargile
WILLIAM ALLEN CARGILE

Phyllis Gregory Cargile
PHYLLIS GREGORY CARGILE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, William Allen Cargile, 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 7th day of February, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Phyllis Gregory Cargile, 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 7th day of February, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $380,155.98.

AFFIANT

THIRD NATIONAL BANK IN NASHVILLE

BY: _____

ITS: VICE PRESIDENT

Subscribed and sworn to before me
this 7th day of February, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

EXHIBIT A

TRACT I. Being the southeasterly or rear part of Lot No. 918 on the Plan of West Meade Farms, Section XI, of record in Book 2331, page 103, Register's Office for said County, beginning at a point in the common boundary line between Lots Nos. 918 and 919 at a distance of 600 feet from the southeasterly margin of Rolling Fork Drive, being the southeasterly corner of the residence portion of said Lot No. 918 conveyed to Wallace G. Barker, et ux; thence in a southwesterly direction with the common boundary between the northwesterly or residence portion of Lot No. 918 and the southeasterly or rear portion of said lot on a line at all times parallel to the front lot line of said Lot No. 918 a distance of 157.6 feet, more or less, to a point in the common boundary of Lots Nos. 918 and 917 being the southwesterly corner of the residence portion of the lot conveyed to Wallace G. Barker, et ux; thence along the common boundary between Lot No. 918 and Lot No 917 a distance of 402.0 feet to the rear line of said Lot No. 918; thence with the rear line of said Lot No. 918 in a easterly direction a distance of 187 feet to a point; thence with the common boundary line of Lot No. 918 and Lots Nos. 939 and 937 on the Revised Plan of West Meade Farms, Inc., Section XII, of record in Book 3106, page 22, said Register's Office, and Lot No. 919 of Section XI a distance of 505.7 feet to the point of beginning.

Being the same real property conveyed to William Allen Cargile and wife, Carroll Young Cargile, by deed from William M. Moore and wife, Pauline G. Moore, which deed is of record in Book 3498, page 455.

TRACT II. Being Lots Nos. 110, 124 and 125 on the Plan of West Meade Park, Inc., Section I, as of record in Book 2900, pages 103 and 104; and Lots No. 138, 145 and 153 on the Plan of West Meade Park, Inc., Section IV, as of record in Book 3300, pages 68 and 69, Register's Office for Davidson County, Tennessee.

For a more complete description, reference is hereby made to the aforesaid plans.

Included in the above described property but excluded therefrom is that portion of the property conveyed to Burdette Developers, Inc., by deed from William Allen Cargile and wife, Carroll Young Cargile, of record in Book 5285, page 617, said Register's Office and described as follows:

Land in Davidson County, Tennessee, being a portion of Lot 145 on the Plan of West Meade Park Subdivision, Inc., Section IV, of record in Book 3300, pages 68 and 69, said Register's Office.

Being all of Lot 145 except the rear portion of said lot, which rear portion begins at the common points of Lots 151, 153 and 145; thence running northwestwardly along the boundary line of Lots 153 and 145, 112.6 feet to the common point of Lots 153 and Lots 145; thence running northeastwardly along the rear line of Lot 145, 154.0 feet to the common point of Lot 145 and 138; thence running southeastwardly along the boundary line of Lots 145 and 138, 112.6 feet; thence in a southwestwardly direction to the point of beginning. This rear portion so described is specifically excluded from this conveyance.

Being part of the property conveyed to William Allen Cargile and wife, Carroll Young Cargile, by deed from West Meade Park Corporation, a Tennessee corporation, which deed is of record in Book 3508, page 363, said Register's Office.

TRACT III. Two tracts of land in the 8th Civil District of Davidson County, Tennessee:

PARCEL NO. 1: Being Lots Nos. 937, 939, 942, 943, and remainder of parcel "A", as of record in Book 2331, page 111, on the Revised plan of a portion of West Meade Farms, Inc., Section XII, of record in Book 3106, page 22, Register's Office for said County, and described according to said plan as follows:

Beginning at a concrete monument in the east margin of Baskin Drive; northeasterly and opposite from the most northerly corner of Lot No. 937; thence with said Baskin Drive, southeasterly around a slight curve 111.4 feet to a corner of Lot No. 943; thence along the line of said lot north 49 degrees 36 minutes east 319.7 feet to a concrete monument; thence south 24 degrees 12 minutes east 215 feet to a point; thence south 16 degrees 12 minutes east 652 feet to a point; thence south 63 degrees 00 minues west 268.0 feet to a point; thence north 89 degrees 25 minutes west 216.00 feet to a point, and continuing with the outside boundaries of Lots 939 and 937 south 83 degrees 10 minutes west 98.0 feet to a point; south 81 degrees 15 minutes west 123.0 feet to a point; south 68 degrees 40 minutes west 119.0 feet to a point; north 53 degrees 35 minutes west 312.7 feet to a point; north 11 degrees 50 minutes west 120.7 feet to a point; north 38 degrees 59 minutes east 708.5 feet to a concrete monument in the westerly margin of Baskin Drive, and continuing in said direction, crossing Baskin Drive 50 feet to the point of beginning.

PARCEL NO.2: Beginning at a concrete monument at the rear corner of Lots 1 and 2 on the Plan of West Meade Farms, Inc., Section 4, as of record in Book 1835, page 94, Register's Office for said County, and running thence the following courses and distances:

South 9 degrees 42 minutes west a distance of 768.5 feet to a concrete monument; thence south 0 degrees 02 minutes East a distance of 149.0 feet to a concrete monument; thence south 15 degrees 02 minutes East a distance of 175 feet to a concrete monument; thence south 24 degrees 22 minutes East a distance of 99.4 feet to a concrete monument; thence south 27 degrees 26 minutes east a distance of 166.2 feet to a concrete monument; thence South 35 degrees 02 minutes east a distance of 770.4 feet to a concrete monument at the rear of Lots 9 and 10 of West Meade Farms, Inc., Section 4 Book 1835, page 94, said Register's Office; thence leaving said Section 4, South 54 degrees 58 minutes West a distance of 266.5 feet to a concrete monument in the northerly margin of McNamara Property; thence continuing along with said margin of the McNamara Property, south 63 degrees 00 minutes west a distance of 637 feet to an iron pin in concrete; thence north 16 degrees 12 minutes west a distance of 652 feet to an iron pin in concrete; thence north 24 degrees 12 minutes west a distance of 295.0 feet to an iron pin in concrete; thence north 35 degrees 42 minutes west a distance of 205.00 feet to an iron pin in concrete; thence north 48 degrees 30 minutes west a distance of 377.2 feet to a concrete monument; thence north 1 degree 42 minutes west a distance of 935.1 feet to a concrete monument; thence north 68 degrees 17 minutes east a distance of 299.4 feet to a concrete monument; thence north 72 degrees 54 minutes east a distance of 527.7 feet to a concrete monument; thence north 84 degrees 14 minutes east a distance of 362.8 feet to a concrete monument; thence south 54 degrees 08 minutes east a distance of 121.0 feet to a concrete monument in the point of beginning, containing 45.7 acres, more or less.

Included in the above description but excluded therefrom is that portion of the property conveyed to Wayne C. Sargent and wife, Marybeth D. Sargent by deed from William Allen Cargile

and Carroll Young Cargile of record in Book 4716, page 68, said Register's Office and described as follows:

PARCEL A: A tract of land in the 8th Civil District of Davidson County, Tennessee, and being more particularly described according to a survey by Turner Engineering Company, Inc., Consulting Engineers, dated May 4, 1973, as follows:

Beginning at an existing concrete monument, which is in the northwest corner of Section 4, West Meade Farms, as recorded in Book 1834, page 94, Register's Office of Davidson County, Tennessee, and the southeast corner of West Meade Farms, Section J, as recorded in Book 1835, page 25, said Register's Office, and proceeding as follows: South 9 degrees 42 minutes West 700.42 feet to an iron pin; thence North 85 degrees 19 minutes West 476.6 feet to an iron pin; thence North 70 degrees 26 minutes west 476.0 feet to an iron pin; thence north along the easterly boundary of West Meade Farms, Section 11, as recorded in Book 2331, page 102, said Register's Office, North 1 degree 42 minutes west a distance of 322.8 feet to an existing monument; thence north 68 degrees 24 minutes east 299.4 feet to an existing monument; thence north 73 degrees 01 minutes east a distance of 327.1 feet to an existing monument; thence north 84 degrees 21 minutes east a distance of 362.8 feet to an existing monument; thence south 54 degrees 00 minutes east 121 feet to the point of beginning, containing 13.90 acres, more or less.

PARCEL B: A 50-foot easement for the benefit of Parcel A for ingress and egress over, under and across the premises, the center line of which crosses a certain tract of land in the 8th Civil District of Davidson County, Tennessee, and portions of Lots No. 939, 942 and 943 on the Plan of West Meade Farms, Inc., Section 12, of record in Plan Book 3106, page 22, Register's Office of said County, and the remainder of Parcel A from the plan of record in Book 2331, page 111, Register's Office of said County, and which center line is more particularly described as follows:

Beginning at the center line of a cul-de-sac in Baskin Drive, as recorded on the Revised Plan of West Meade Farms, Inc., Section 12, Plan Book 3106, page 22, Register's Office of Davidson County, Tennessee, and proceeding as follows: South 13 degrees 57 minutes East a distance of 64.3 feet to a point; thence with a curve to the left, having a radius of 109. 60 feet, a distance of 149.08 feet to a point; thence continuing with a curve to the left, having a radius of 109.60 feet, a distance of 149.08 feet to a point; thence north 10 degrees 11 minutes east a distance of 252.34 feet to a point; thence with a curve to the left, having a radius of 526.30 feet, a distance of 364.67 feet to a point; thence north 29 degrees 31 minutes west a distance of 72.20 feet to a point; thence with a curve to the right having a radius of 395.9 feet, a distance of 105.38 feet to a point; thence north 14 degrees 16 minutes west a distance of 190 feet to a point; thence with a curve to the right, having a radius of 460.9 feet, a distance of 253.4 feet to a point; thence north 17 degrees 14 minutes east a distance of 306.60 feet to a point in the property line of the Allen Cargile Homeplace, as depicted on the survey by Turner Engineering Company, Inc., Consulting Engineers, dated May 15, 1973.

Parcel A and Parcel B comprise a portion of the property conveyed to William Allen Cargile and wife, Carroll Young Cargile, by deed from E.A. Wortham, Trustee, of record in Book 3508, page 349, Register's Office for Davidson County, Tennessee. By decree in the cause of Carroll Young Cargile v. William Allen Cargile, No. 66377, Fourth Circuit Court of Davidson County, Tennessee, the foregoing parties were granted an absolute divorce.

Being part of the property conveyed to William Allen Cargile and wife, Carroll Young Cargile, by deed from E.A. Wortham, Trustee, which deed is of record in Book 3508, page 349, Register's Office for Davidson County, Tennessee.

TRACT IV. Being the rear or west part of Lot No. 10 on the Plan of Section 4, West Meade Farms, Inc., of record in Book 1835, page 94, Register's Office for said County, and described as follows:

Beginning at a point in the easterly lot line of Lot No. 10 said point being South 32 degrees 18 minutes West a distance of 485.0 feet from the south margin of Vaughs Gap Road, and running as follows: South 32 degrees 18 minutes west approximately 50 feet to a point which is 10 feet northeasterly of the concrete base of a water tank; thence north 57 degrees 42 minutes west approximately 50 feet to a point; thence south 32 degrees 18 minutes west a distance of 95.3 feet, running through a point which would be 10 feet northwesterly of the concrete base of a water tank; thence north 55 degrees 42 minutes west a distance of 479.0 feet to a concrete monument; thence north 54 degrees 58 minutes east a distance of 266.5 feet to a concrete monument; thence south 45 degrees 48 minutes east a distance of 436.0 feet to the point of beginning, containing 2.15 acres, more or less.

Being the same real property conveyed to William Allen Cargile and wife, Carroll Young Cargile, by deed from First American National Bank of Nashville, Tennessee, which deed is of record in Book 3508, page 299, and is re-recorded in Book 3533, page 503, Register's Office for Davidson County, Tennessee.

Tracts I, II, III and IV also being the same real property conveyed to William Allen Cargile by special warranty deed from Carroll Young (formerly Cargile) and husband, Francis B. Neiswender, of record in Book 6814, page 407, Register's Office for Davidson County, Tennessee.

Exceptions

1. 1990 real estate taxes, a lien, due and payable but not yet delinquent. (All tracts)

2. 1991 real estate taxes, a lien, but not yet due and payable. (All tracts)

3. Deed of Trust executed by William Allen Cargile to J.M. Grissim, Trustee, of record in Book 6814, page 415, Register's Office for Davidson County, Tennessee, to secure to Third National Bank in Nashville a note in the amount of $300,000.00, payable under the terms and conditions therein.

   Said Deed of Trust was Amended and Modified in instrument of record in Book 7432, page 111, said Register's Office, increasing the amount by $60,000.00.

4. Those items shown on the plan of record in Book 2331, pages 102 and 103, said Register's Office. (Tract I)

5. Restrictions of record in Book 3102, page 381, and as made applicable in Book 3401, page 611, and as amended in Book 3508, page 382, said Register's Office. (Tract II)

6. Those items as shown on the plans of record in Book 2900, pages 103 and 104, and Book 3300, pages 68 and 69, said Register's Office. (Tract II)

7. Title to that portion of the property embraced within the bounds of Baskin Drive. (Tract III)

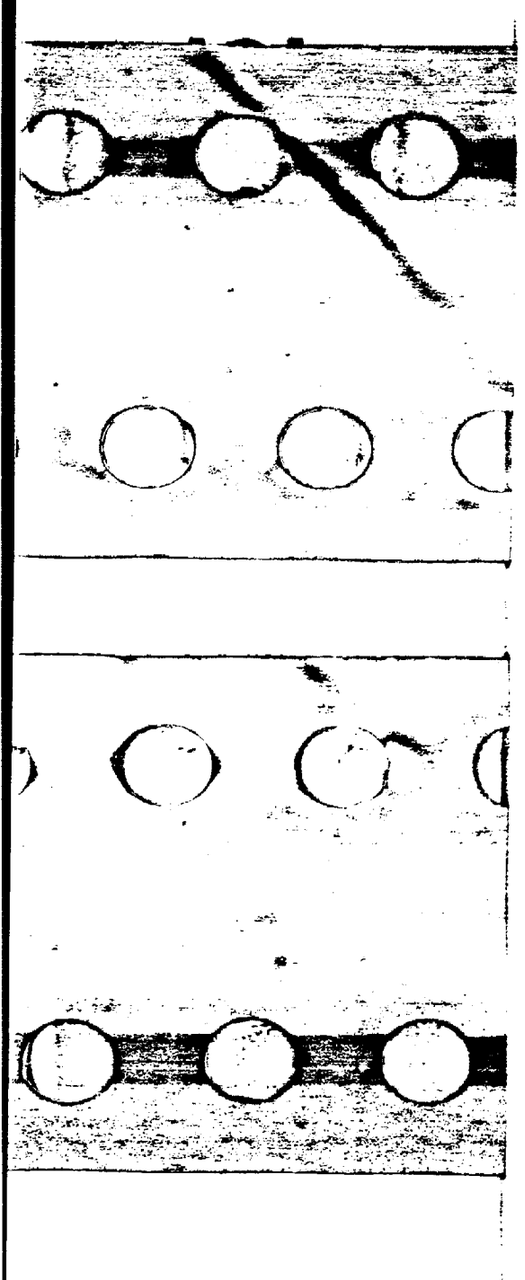
8. Access easement to a water tank as shown on the plan of record in Book 2331, page 111, and Book 3106, page 22, said Register's Office. (Tract III)

9. Those items as shown on the plans of record in Book 2331, page 111, and Book 3106, page 22, said Register's Office. (Tract III)

10. A five foot easement on the easterly line of Lot 10 for water tank and main and a 15 foot access easement to said water tanks. (Tract IV)

11. Those items as shown on the plan of record in Book 1835, page 94, said Register's Office. (Tract IV)

5853 02/12 0101 03CHECK 1282.66



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8290 PAGE 853

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 380155.98
CON TX 1254.66
PRFEE 1.00
WDEED 27.00
TOTAL 1282.66
CHECK 1282.66

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/12/91 01 09:01 0001 5853

92002

IDENTIF. TREFERENCE

FEB 12 9 02 AM '91

FELIX Z. WILSON II
DAVIDSON COUNTY TN.

No. 396170