BOOK 8690 PAGE 188

BK37 RGJ

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
William Maxwell Christie III 110 30th South Nashville, Tennessee 37209	Same as Owner	104-8-161

This instrument prepared by: Boult, Cummings, Conners & Berry (RGJ)
P.O. Box 198062, Nashville, Tennessee 37219

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Mary Candace Worsham ("Grantor") hereby sells and quitclaims to William Maxwell Christie III ("Grantee"), his heirs and assigns, all of Grantor's right, title and interest in and to certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

This conveyance of Grantor's interest in the Property is made expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

Executed this 29th day of July, 1992.

Mary Candace Worsham

By: William Maxwell Christie, III
William Maxwell Christie III,
Attorney-in-fact pursuant to
that Agreement attached hereto
as Exhibit B

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $0.

William Maxwell Christie, III
Affiant

Subscribed and sworn to before me this 29th day of July, 1992.

Notary Public
My Commissions Expires: 1/[illegible]

NOTARY PUBLIC

This is improved property, known as 1801 20th Avenue South, Nashville, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sharon Kimmins, Notary Public, William Maxwell Christie III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Attorney-in-Fact of Mary Candace Worsham, and who is authorized by Mary Candace Worsham to execute this instrument on behalf of Mary Candace Worsham.

WITNESS my hand, at office, this 27th day of July, 1992.

Sharon Kimmins
Notary Public

My Commission Expires: 4/20/95

rgjwcqd

LEGAL DESCRIPTION

Two tracts of land in Davidson County, Tennessee, described as follows:

Tract 1: Being the easterly part of Lot No. 4 on the Map of Christopher and Kirkman's Belmont Park Addition, of record in Book 57, page 158, Register's Office for said County.

Said part of Lot No. 4 fronts 60 feet on the westerly side of 20th Avenue, South, and runs back between parallel lines along the southerly margin of Belcourt, formerly Madison Street, 119.6 feet to a dead line.

Tract 2: Being the westerly part of Lot No. 4 on the Map of Christopher and Kirkman's Belmont Park Addition of record in Book 57, page 158, Register's Office for said County.

Said part of Lot No. 4 fronts 39.4 feet on the southerly side of Belcourt Street or Avenue, formerly Madison Street, and runs back between lines 60 feet to a dead line.

Being the same property conveyed to Elizabeth K. Christie by deed of record in Book 4524, page 196, Register's Office for Davidson County, Tennessee. Elizabeth H. Christie, one and the same person as Elizabeth K. Christie, died October 8, 1988, leaving a last will and testament dated March 29, 1986, which was probated by the Davidson County Probate Court (docket number 91706) and placed of record in Will Book 164, page 796, of the County Court Clerk's Office for said County. By said will which is of record in Book 7710, page 690, said Register's Office, said property was devised to Mary Candace Worsham, Catherine Payge Slayton and William Maxwell Christie, III, a one-third (1/3) interest each. Being the same property conveyed to Mary Candace Worsham and William Maxwell Christie, III, as equal tenants in common, by deed from Mary Candace Worsham, as Executrix of the Estate of Elizabeth H. Christie, deceased, and Catherine Payge Ambrose (same as Catherine Payge Slayton), of record in Book 7958, page 206, said Register's Office.

rgjexhbta

EXHIBIT B

AGREEMENT

This Agreement, made on this the 27th day of October 1989, 1989, by and between MARY C. WORSHAM ("Candy"), WILLIAM M. CHRISTIE, III ("Bill") and C. CHRISTIE'S, INC. (the "Company").

WHEREAS, Candy and Bill are now the owners of a certain piece of real estate situated generally at 1801 Twentieth Avenue South, Nashville, Tennessee (the "Building"); and

WHEREAS, Candy and Bill have agreed to loan (the "Loan") to the Company a principal amount of One Hundred Fifty Thousand and No/100 ($150,000.00) Dollars, plus interest, all as specified in a promissory note to be executed by the Company, a copy of which is attached hereto as Exhibit "A" (the "Note"); and

WHEREAS, the Company is desirous of obtaining the Loan from Candy and Bill upon the terms set forth herein; and

WHEREAS, Candy, Bill and the Company are desirous of making certain other agreements;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the Company, Candy and Bill (collectively, the "parties") do hereby agree:

1. Loan to Company. Candy and Bill do hereby agree to loan to the Company a principal amount of One Hundred Fifty Thousand and No/100 ($150,000.00) Dollars, plus interest, all as specified in the Note. The Company hereby agrees to repay Candy and Bill, in accordance with the terms of the Note and to perform all the terms of the Note on a timely basis. It is understood that Candy and Bill are contemporaneously borrowing One Hundred Seventy-Five Thousand and No/100 ($175,000.00) from First Tennessee Bank and that the Company's timely performance hereunder will keep the payment obligations of Bill and Candy to

33019
IDENTIF. REFERENCE
JUL 31 2 03 PM '92
DAVIDSON COUNTY TN.
24.00

First Tennessee Bank current (with respect to $150,000 of the amount owed).

2. Additional Compensation. As additional compensation from the Company to Bill and Candy (over and above the compensation now being received by them), the Company agrees to compensate each of them at the rate of Four Hundred and No/100 ($400.00) Dollars per month. Said amount is payable monthly or semiannually, at the Company's option.

3. Default. In the event the Company does not perform all its obligations hereunder and under the Note on a timely basis, Candy and Bill shall have the option to declare the Note in default and to exercise all the remedies available under Tennessee law against the Company. Bill shall have the following as additional remedy:

> In the event that the Company remains in default under this agreement or under the Note for 20 ~~90~~ consecutive days, the Bill shall have the right to attain the complete ownership of the Building. Said 90 day period shall commence only after Bill has given notice of the default to the Company at its primary business address. Candy hereby appoints Bill as her attorney-in-fact for the purpose of executing any deed which may be necessary to effectuate the foregoing.

5. Tennessee Law. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee.

6. Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors of the parties.

IN WITNESS WHEREOF, this Agreement is made on this the same day and date first written above.

C. CHRISTIE'S, INC.

By: Michael D. Hodson

Title: Chairman

Mary C. Worsham
MARY C. WORSHAM

William M. Christie, III
WILLIAM M. CHRISTIE, III