This Instrument Prepared By:
HEISKELL, DONELSON, BEARMAN,
ADAMS, WILLIAMS & KIRSCH
Suite 600, 511 Union Street
Nashville, Tennessee 37219

NEW OWNERS:	SEND TAX BILL TO:	MAP & PARCEL
		15-008-M
Principal Mutual	SAME	Map 12D, Group C
Life Insurance Company		Parcel 18
711 High Street		
Des Moines, Iowa 50392-1360		

BOOK 8829 PAGE 126

SUCCESSOR TRUSTEE'S DEED

WHEREAS, by Trust Deed, Security Agreement and Assignment of Rents (the "Trust Deed") dated February 9, 1990, and recorded in Book 833, Page 966, in the Register's Office for Williamson County, Franklin, Tennessee, and in Book 8044, Page 124, Register's Office for Davidson County, Nashville, Tennessee, Maryland Farms Developers, Ltd., a Tennessee limited partnership conveyed to R.E. Scott of Des Moines, Iowa, Trustee, the hereinafter described property (the "Property") for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured by the Trust Deed appointed the undersigned ("Grantor") as Successor Trustee by instrument recorded in Book 1029, Page 597, Register's Office for Williamson County and in Book 8793, Page 792, Register's Office for Davidson County, Tennessee; and

WHEREAS, Maryland Farms Developers, Ltd. filed a voluntary petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code on October 31, 1991 in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division, such petition styled Maryland Farms Developers, Ltd., a/k/a Harpeth on the Green IV, Debtor, Case No. 391-10440-KL3-11; and

WHEREAS, beneficiary filed a motion in the Bankruptcy Court for relief from the automatic stay of Section 362 of the Bankruptcy Code on September 18, 1992; and

WHEREAS, the Bankruptcy Court entered an AGREED ORDER AND NOTICE GRANTING RELIEF FROM STAY AND APPROVING COMPROMISE AND SETTLEMENT on December 8, 1992 wherein the Bankruptcy Court authorized beneficiary to foreclosure on or after December 31, 1992; and

WHEREAS, default was made in the terms and conditions of the Trust Deed, and the beneficiary requested the undersigned to advertise and sell the Property under the terms and provisions of the Trust Deed and the terms and provisions of the AGREED ORDER AND NOTICE GRANTING RELIEF FROM STAY AND APPROVING COMPROMISE AND SETTLEMENT; and

WHEREAS, in pursuance of said request of said beneficiary, the Property was by the undersigned advertised for sale in conformity with the terms and provisions of the Trust Deed, by which advertisement the sale was appointed to be held on the 31st day of December, 1992, at the main door of the Courthouse for

Williamson County, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered the Property for sale at public outcry to the highest and best bidder for cash (or credit upon the indebtedness secured if the holder of the secured indebtedness were the successful bidder) at which sale, ("Grantee", whether one or more), being the highest and best bidder, became the purchaser of the Property at and for the sum of $5,583,787.59.

NOW THEREFORE, in consideration of the premises, the undersigned, John A. Gupton, III, as Successor Trustee, does hereby grant, bargain, sell and convey to the Grantee, in fee simple forever, the Property, described as being in the Counties of Williamson and Davidson and State of Tennessee, to wit:

See Legal Description Attached as Exhibit "A"

TOGETHER WITH and including any improvements located on the property.

SUBJECT TO all unpaid taxes, any governmental zoning and subdivision ordinances in effect thereon and to all other restrictions, easements and encumbrances of record.

TO HAVE AND TO HOLD said described real estate unto Grantee, his/her successors and assigns, forever in fee simple.

Sale was advertised and made as Successor Trustee only, without covenants or warranties of title, express or implied, and this conveyance is so made. However, Grantor, as Successor Trustee, but not otherwise, hereby assigns and sets over to Grantee all of the covenants and warranties contained in the Trust Deed.

IN WITNESS WHEREOF, John A. Gupton, III, Successor Trustee, has executed these presents this 31ST day of December, 1992.

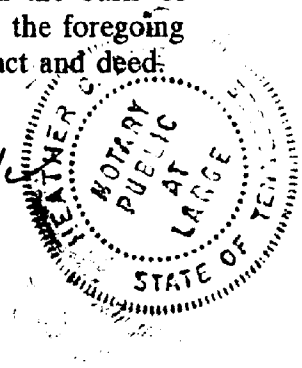
John A. Gupton, III
Successor Trustee

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STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

On this 31st day of December, 1992, before me personally appeared John A. Gupton, III, to be known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Heather C. Dye
Notary Public



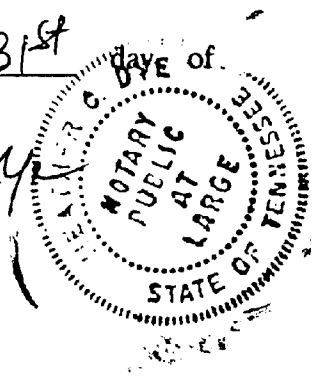
My Commission Expires: 5/28/95

I swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $5,583,789.59,

John A. Gupton, III
Affiant

Sworn to and subscribed before me, this 31st day of December, 1992.

Heather C. Dye
Notary Public



My Commission Expires: 5/28/95

N HCD18546 V1

EXHIBIT "A"

Legal Description

A tract of land in the Second Civil District of Metro Nashville, Davidson County, Tennessee and in the 15th Civil District of Williamson County and within the City of Brentwood, Tennessee, said tract being Lot 49, Maryland Farms, Section 41, as shown on the plat of record in Plat Book 12, page 140, Register's Office for Williamson County, Tennessee, and being more fully described as follows:

Beginning at an iron pin on the north right-of-way line of Westwood Place at the northwest corner of Lot 17 in Section 10, Maryland Farms as recorded in Book 8, page 71, Register's Office of Williamson County, Tennessee and proceeding as follows:

1. Westwardly with the north right-of-way line of Westwood Place 76.13 feet with the arc of a curve to the left that has a radius of 50 feet and a chord bearing and distance of N 62° 59' 53" W, 68.99 feet to an iron pin; thence,

2 Leaving Westwood Place N 16° 37' 04" W, 10.00 feet to an iron pin; thence

3. N 03° 52' 10" E, 66.45 feet to an iron pin; thence,

4. N 85° 57' 00" W, 361.50 feet to an iron pin on the east margin of Section 7, Maryland Farms as recorded in Book 8, page 39, Register's Office of Williamson County, Tennessee; thence,

5. With said margin N 01° 51' 28" E, 322.00 feet to an iron pin on the south right-of-way line of Old Hickory Boulevard, a 120-foot road; thence,

6. With said line S 88° 08' 32" E, 602.18 feet to an iron pin at the northwest corner of Lot 16C of Section 9, Maryland Farms as recorded in Book 8, page 131, Register's Office of Williamson County, Tennessee; thence,

7. With the west line of Lot 16C S 04° 03' 00" W, 440.30 feet to an iron pin on the north line of Lot 17; thence,

8. With said line N 85° 57' 00" W, 144.01 feet to an iron pin; thence,

9. S 70° 37' 18" W, 18.14 feet to the beginning and containing 219,242 square feet or 5.03 acres, more or less.

The hereinabove legal description is from the previous deed of record.

Being the same property conveyed to Maryland Farms Developers, Ltd., a Tennessee limited partnership by deed of record in Book 932, Page 581, Register's Office for Williamson County, Tennessee, and Book

8474, Page 586, Register's Office for Davidson County, Tennessee.

The instrument conveying the Property to the Grantor is the Trust Deed, Security Agreement and Assignment of Rents recorded in Book 833, Page 966, Register's Office of Williamson County, Tennessee and in Book 8044, Page 124, Register's Office of Davidson County, Tennessee.

This is improved property known as 100 Westwood Place, Brentwood, Tennessee 37027.

7-8606.

IDENTIFICATION REFERENCE

DEC 31 1 12 PM '92

DAVIDSON COUNTY, TN

PICK-UP

N HCD18546 V1

State of Tennessee, County of WILLIAMSON
Received for record the 31 day of
DECEMBER 1992 at 10:36 AM. (RECN 37472)
Recorded in official records
Book 1039 Page 931- 935
Notebook 50 Page 316
State Tax $20660.02 Clerks Fee $ 1.00,
Recording $ 20.00, Total $ 20681.02,
Register of Deeds SADIE WADE
Deputy Register JANE HAY

7178 12/31 0101 03CHECK 20.00