BOOK 8829 PAGE 131

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

NEW OWNERS:	SEND TAX BILL TO:	MAP & PARCEL 15-011A-
Principal Mutual Life Insurance Company 711 High Street Des Moines, Iowa 50392-1360	SAME	Map 12D, Group C Parcel 16

SUCCESSOR TRUSTEE'S DEED

WHEREAS, by Trust Deed, Security Agreement and Assignment of Rents (the "Trust Deed") dated January 9, 1990, and recorded in Book 829, Page 120, in the Register's Office for Williamson County, Franklin, Tennessee, and in Book 8022, Page 402, Register's Office of Davidson County, Nashville, Tennessee, Maryland Farms Harpeth III, a Tennessee general 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, said Trust Deed amended by an Amendment to Trust Deed of record in Book 834, Page 008, Register's Office for Williamson County, Tennessee and in Book 8044, Page 151, Register's Office for Davidson County, Tennessee; 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 599, Register's Office for Williamson County, Tennessee and in Book 8793, Page 790, Register's Office for Davidson County, Tennessee; and

WHEREAS, Maryland Farms Harpeth III, Ltd., successor in interest of Maryland Farms Harpeth III, a general partnership, filed a voluntary petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code on November 27, 1991 in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division, such petition styled Maryland Farms Harpeth III, Ltd., Debtor, Case No. 391-11389-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 Deed of Trust, by which advertisement the sale was appointed to be held on the 31st day of December, 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 $6,137,782.54.

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
Successor Trustee

N HCD18548 V1

[redacted]

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.

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 $6,137,782.54

Affiant

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

Notary Public

My Commission Expires: 5/28/95

N HCD18548 V1

EXHIBIT "A"

Legal Description BOOK 8829 PAGE 134

TRACT A (WILLIAMSON COUNTY PORTION)

Being a tract of land in the 15th Civil District of Williamson County, Brentwood, Tennessee and being known as Lot 16-C as recorded by the Final Plat of Maryland Farms - Section 9 in Plat Book 8, Page 131, Register's Office of Williamson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron pin on the westerly right-of-way line of Westpark Drive, a 90-foot wide road, as recorded by the Final Plat of Maryland Farms - Section 3 in Book 8, Page 9, Register's Office of Williamson County, Tennessee; said pin being 276.99 feet along said right-of-way line northwardly and eastwardly of the easterly common property corner of Lot 16-B as recorded by the Final Plat of Maryland Farms - Section 9 and Lot No. 8 as recorded by the Final Plat of Maryland Farms - Section 3 in Book 8, Page 9, Register's Office of Williamson County, Tennessee; said pin also being the northeasterly property corner of Lot No. 16-B; thence

1. Leaving said right-of-way line with the northerly property line of said Lot No. 16-B N 56° 23' 51" W, 90.28 feet to an existing iron pin; thence,

2. N 86° 17' 00" W, 161.02 feet to an existing P.K. nail; thence,

3. With a 12 foot radius curve to the left a distance of 13.69 feet to an existing P.K. nail; said curve has a chord bearing and distance N 53° 35' 44" W, 12.96 feet; thence,

4. N 86° 17' 00" W, 172.50 feet to an existing iron pin; thence,

5. S 3° 43' 00" W, 34.00 feet to an existing iron pin; thence,

6. N 86° 17' 00" W, 320.50 feet to an existing iron pin; thence,

7. S 3° 43' 00" W, 62.96 feet to an existing iron pin; said pin being on the northerly property line of Lot No. 17 as recorded by the Final Plat of Maryland Farms - Section 10 in Book 8, Page 71, Register's Office of Williamson County, Tennessee; thence,

8. With the northerly property line of Lot No. 17 N 85° 57' 00" W, 62.66 feet to an existing iron pin; thence,

9. N 4° 03' 00" E, 396.52 feet to an existing iron pin on the Davidson/Williamson County Line; said pin being the northwesterly property corner of the herein described tract; thence,

10. With said County Line S 86° 06' 46" E, 490.36 feet to an existing iron pin; said pin being the northwesterly property corner of Lot No. 16-A; thence,

11. With the westerly property line of Lot No. 16-A S 3° 43' 00" W, 29.45 feet to a point; thence,

12. N 86° 17' 00" W, 9.50 feet to a point; thence,

13. S 3° 43' 00" W, 62.00 feet to a point; thence,

14. S 86° 17' 00" E, 0.50 feet to a point; thence,

15. S 3° 43' 00" W, 62.00 feet to a point; thence,

16. N 86° 17' 00" W, 0.50 feet to a point; thence,

17. S 3° 43' 00" W, 107.00 feet to a point; thence,

18. S 86° 17' 00" E, 91.00 feet to a point; thence,

19. S 3° 43' 00" W, 7.00 feet to a point; thence,

20. S 86° 17' 00" E, 163.57 feet to a point; thence,

21. S 56° 23' 51" E, 100.42 feet to an existing iron pin on the westerly right-of-way line of said Westpark Drive; thence,

22. With said right-of-way line in a southwardly and westwardly direction with a 520.00 foot radius curve to the left, a distance of 38.01 feet to the point of beginning; said curve has a chord bearing and distance S 33° 36' 09" W, 38.00 feet and containing 4.01 acres, more or less.

Together with all of the rights and interest appurtenant to Tract A by virtue of that Reciprocal Access and Cross Parking Easement of Record in Book 477, Page 143, Register's Office of Williamson County, Tennessee.

TRACT B (DAVIDSON COUNTY PORTION)

Being a tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee and being more fully described as follows:

Beginning at an existing iron pin at the northerly common property corner of Lots No. 16-A and 16-C as recorded by the Final Plat of Maryland Farms - Section 9 in Book 8, Page 131, Register's Office of Williamson County, Tennessee; said point also being located on the Davidson-Williamson County Line; thence,

1. With the northerly property line of Lot 16-C and said County Line N 86° 06' 46" W, 490.36 feet to an existing iron pin; thence,

2. Leaving said County Line N 4° 03' 00" E, 53.48 feet to a point on the southerly right-of-way line of Old Hickory Boulevard, a 120-foot wide road, as recorded by the Right-of-Way Dedication Plat in Book 5200, Page 480, Register's Office of

Williamson County, Tennessee; thence, BOOK 8829 PAGE 136

3. With the southerly right-of-way line of said road S 88° 11' 57" E, 490.32 feet to a point; thence,

4. Leaving said right-of-way line S 3° 43' 00" W, 71.33 feet to the point of beginning and containing 0.70 acres, more or less.

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

Being the same property conveyed to Maryland Farms Harpeth III, a Tennessee general partnership by deed of record in Book 673, Page 994, Register's Office of Williamson County, Tennessee and in Book 7264, Page 490, 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 829, Page 120, in the Register's Office of Williamson County, Tennessee and in Book 8022, Page 402, Register's Office of Davidson County, Tennessee.

This is improved property known as 105 Westpark Drive, Brentwood, Tennessee 37027.

78607.

IDENTIFT REFERENCE

DEC 31 1 12 PM '92

DAVIDSON COUNTY, TN

PICK-UP

N HCD18548 V1

7179 12/31 0101 03CHECK 24.00

State of Tennessee, County of WILLIAMSON
Received for record the 31 day of
DECEMBER 1992 at 10:35 AM. (REC# 37471)
Recorded in official records
Book 1039 Page 925- 930
Notebook 50 Page 316
State Tax $22709.80 Clerks Fee $ 1.00,
Recording $ 24.00, Total $ 22734.80,
Register of Deeds SADIE WADE
Deputy Register JANE HAY