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DAVIDSON COUNTY, TENNESSEE

This document prepared by:
David Rizor, Attorney
1184 Dalemere
Nashville, TN 37207
BPR # 3777

Map 31, Parcel 35

Field Book No.: 10D 12960

AFFIDAVIT OF HEIRSHIP

James Russell Lyons, being duly sworn, states as follows:

I am the son of Robert Stanley Lyons who died in Davidson County, Tennessee on March 1, 1991, and I am the administrator of his estate, Davidson County Probate Court # 97840.

Robert Stanley Lyons' wife was previously deceased at the time of his death and he had not remarried; this was his only marriage. Six children were born of the marriage, with one, George Thomas Lyons, deceased, unmarried and no children. The sole and only heirs of Robert Stanley Lyons are his five surviving children, to wit:

James Russell Lyons,
Laura Ann Lyons McCord,
Marsha Rose Ferguson,
Jesse Ray Lyons, and
LaDonna Jean Ramsey,

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being all of the heirs to Robert Stanley Lyons' property, to wit:

Land in Davidson County, Tennessee devised to R. Stanley Lyons in will book 63, page 168, County Court of Davidson County, Tennessee, indicated by Map 31, parcel 35 located on Lickton Pike, Davidson County, Tennessee.

The facts as stated herein are true of my own knowledge.

James Russell Lyons

State of Tennessee }
County of Davidson }

Personally appeared affiant James Russell Lyons, with whom I am personally acquainted, before me, David Rizor, a Notary Public in and for said state and county and being first duly sworn stated that the facts set out above are true of his own personal knowledge.

Sworn to and subscribed before me this 28th day of August, 1992.

David Rizor
Notary Public

My commission expires: 1/28/96

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

88003

IDENTIFICATION REFERENCE

FEB 1 3 53 PM '93

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

MAIL ENV.

0044-085-2496-5000

THIS INSTRUMENT PREPARED BY:
J. K. Woodard, , Attorney
175 East Main, 2nd Floor
Hendersonville, TN 37075

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COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS COLLATERAL ASSIGNMENT OF RENTS AND LEASES is hereby made this 21st day of January, 1993, by GEORGE R. McDANIEL, SR., and WILLIAM G. COKE, JR., (hereinafter sometimes called "Assignor") to NATIONSBANK OF TENNESSEE, N.A., (hereinafter, together with all subsequent lawful owners and holders of the indebtedness herein secured, sometimes called "Assignee").

W I T N E S S E T H:

Assignor, in order to secure a certain note hereinafter described executed by GEORGE R. McDANIEL, SR., ~~and wife, BARBARA McDANIEL~~, and WILLIAM G. COKE, JR., ~~and wife, FLORENCE F. COKE~~, payable to the order of Assignee, which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver to Assignee all right, title and interest of the Assignor in, to and under the leases now encumbering various portions of the real property located in Davidson County, Tennessee described in Exhibit A attached hereto (the "Premises") and all leases that may hereafter be placed upon the said real property or any portion thereof, and all amendments, extensions and renewals of said leases and any of them (all of which are hereinafter called the "Leases"), and all rents, incomes, profits and emoluments of whatever kind that may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the premises. To have and to hold the same unto Assignee, its successors and assigns, until the indebtedness secured hereby is paid in full.

Maximum principal indebtedness for Tennessee recording tax purposes is ~~$230,000.00~~ 0 (zero).

This collateral assignment is made for the purpose of securing the payment of the following:

1) The repayment of the indebtedness evidenced by the Promissory Note executed by GEORGE R. McDANIEL, SR., ~~and wife, BARBARA McDANIEL~~, and WILLIAM G. COKE, JR., ~~and wife, FLORENCE F. COKE~~, to Assignee dated January 21, 1993, in the original principal amount of Two Hundred Thirty Thousand ($230,000.00) Dollars, with interest and payment terms as provided therein, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2000, and all renewals, extensions and modifications thereof (the "Note");

2) The payment of all other sums, with interest thereon, as set forth in the Note, advanced in accordance herewith to protect the security of this instrument or any other instrument taken as security for the Note;

3) The performance of the covenants and agreements of Assignor contained herein; and

4) The payment of any and all indebtedness, whether direct or indirect, now or hereafter owing to Assignee by Assignor or the makers of the Note, pertaining to the Premises, or any portion thereof, regardless of the type, class, or purpose of any such other indebtedness, and however such indebtedness is evidenced, including, without limitation, the repayment of any future advances made by Assignee, together with interest thereon.

Assignor warrants and covenants to Assignee as follows:

1) That Assignor shall not execute any other assignment of any of the Leases or rents, income, profits and emoluments accruing from the Premises, and that it shall not perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2) That, to the best of Assignor's knowledge, the existing Leases are, and all future leases will be, valid and enforceable in accordance with their terms and the existing Leases have not been altered, modified, amended, terminated, renewed, except as has been disclosed to Assignee, nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3) That, to the best of Assignor's knowledge, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill or perform each and every condition and covenant of each of the Leases by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by Assignor under any of the Leases received by Assignor together with a complete copy of such notice. Assignor shall, at the sole cost and expenses of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by the Lessee to be performed or observed.

4) That Assignor has not and shall not collect, or accept payment of, rent under any of the Leases more than one (1) month in advance.

5) That Assignor shall and does hereby assign and transfer to the Assignee any and all subsequent leases upon all or any part of the Premises and shall execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

Assignor further warrants and covenants as follows:

This Assignment is absolute and effective immediately. Notwithstanding the foregoing, until notified by the Assignee in writing that a default has occurred under the terms and conditions of the Note, or any other instrument constituting security for the Note, Assignor may receive, collect and enjoy the rents, income, profits and emoluments accruing from the Leases.

In the event of any default and the failure to cure as provided in the Note or any other instrument constituting security for the Note, or any other instrument further governing the extension of the indebtedness evidenced by the Note, Assignee may, at its option, receive and collect all such rents, income, profits and emoluments as they become due from such Premises under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income, profits and emoluments as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings and if there is a deficiency, during any redemption period.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income, profits and emoluments assigned hereunder. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereinafter, without notice to Assignor with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, building and restoring the improvements on the Premises or of making same rentable, attorney's fees incurred in connection with the enforcement of this Assignment, any of principal and interest payments due on the Note, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the

Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage, including without limitation reasonable attorney's fees, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or any part thereof, upon Assignee nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by the lessee under any of the Leases or any other party, or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger. Nothing herein shall operate to exculpate or indemnify Assignee for the negligent or wrongful actions of its agents, representatives, and employees, nor to make Assignor liable to third parties for such actions.

Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

Assignee may, at its option, although it shall not be obligated to so do, perform any lease covenant for and on behalf of the Assignor and any monies expended in so doing shall be chargeable with interest to Assignor and makers of the Note and added to the indebtedness secured hereby.

Waiver or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies that Assignee shall have under the Note, or any other instrument constituting security for any of the Note, or governing the extension of the indebtedness evidenced by the Note, or at law or in equity.

If any term of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. Reference to "Assignor" shall mean, at Assignee's option, any or all of the individuals or entities constituting Assignor. The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other firm, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against

whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

George R. McDaniel Sr.
GEORGE R. McDANIEL, SR.

William G. Coke Jr.
WILLIAM G. COKE, JR.

The undersigned, spouses of George R. McDaniel, Sr., and William G. Coke, Jr., join herein solely for the purpose of consenting to this Collateral Assignment of Rents and Leass and releasing and conveying to the Assignee, any and all rights, title, and interests the undersigned may have in the property, whether arising by virtue of marriage or otherwise.

Barbara A. McDaniel
BARBARA McDANIEL

Florence F. Coke
FLORENCE F. COKE

****

STATE OF TENNESSEE
COUNTY OF ~~SUMNER~~ DAVIDSON

BEFORE me, undersigned, a Notary Public in and for the County and State aforesaid, personally appeared the within named, GEORGE R. McDANIEL, SR., and wife, BARBARA McDANIEL, and WILLIAM G. COKE, JR., and wife, FLORENCE F. COKE, the bargainors, with whom I am personally acquainted or proved to me on the basis of sufficient information, and who acknowledged the execution of the within instrument for the purposes therein contained.

WITNESS my hand and official seal at ~~Hendersonville~~ Nashville, Tennessee, this the 21st day of January, 1993.

NOTARY PUBLIC

My Commission Expires: March 24, 1994

EXHIBIT A - PROPERTY DESCRIPTION

Lying, located and being in Davidson County, Tennessee, and Being Unit Nos. 1 and 6, known as Suite 300, 1309 Briarville Road, Madison, Davidson County, Tennessee 37115, a part of Oakland Trace Commercial Offices, created under Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated, and established by a Master Deed of record in Book 7392, page 68, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the Plat of Oakland Trace Commercial Offices attached as Exhibit A to said Master Deed, and shown of record in Book 7392, page 68, said Register's Office, for a more complete and accurte description of said Unit.

Being the same property conveyed to George R. McDaniel, Sr., and William G. Coke, Jr., by Deeds of record in Book 7599, page 465; Book 7600, page 337; and Book 8843, page 216, Register's Office for Davidson County, Tennessee.

GNL4/3

THIS INSTRUMENT PREPARED BY:

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CURTIS M. LINCOLN
Attorney at Law
175 East Main Street
Metro Federal Savings Bank Bldg.
Hendersonville, TN 37075
822-0030

LEASE

THIS LEASE made and entered into on this the 13th day of July, 1988, by and between **GEORGE R. McDANIEL, SR.** and **WILLIAM G. COKE, JR.**, hereinafter called the Lessor and **COKE & McDANIEL, INC.**, hereinafter called the Lessee.

FOR AND IN CONSIDERATIONS hereinafter mentioned, the parties covenant and agree as follows:

1. Lessor hereby leases to the Lessee the following described premises to wit:

> Being Units Nos. 1 and 6, known as Suite 300, 1309 Briarville Road, Madison, Davidson County, Tennessee 37115, a part of Oakland Trace Commercial Offices, created under Title 66, Chapter 27, Section 101, et seq. as amended, Tennessee Code Annotated, and established by a Master Deed of record in Book 7392, Page 68, Registers' Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the Plat of Oakland Trace Commercial Offices attached as Exhibit A to said Master Deed for a more complete and accurate description of said Unit.

2. To have and to hold said premises with their appurtenances for the term beginning July 13, 1988, and ending on the July 12, 2008.

3. The Lessee shall not assign this lease, and will not permit the use of said premises by anyone other than Lessee.

4. The premises hereby leased shall be for the purposes of general offices.

5. The rent due hereunder shall be an amount necessary to pay the mortgages owed by the Lessors hereunder plus any additional rent agreed upon between the parties during the term of this lease.

6. The Lessee shall, unless hereinafter otherwise specified to the contrary, maintain said premises in good repair and tenable condition during the contingency of the lease.

IN WITNESS WHEREOF the parties have hereunto subscribed their names on the day and date first above written.

LESSOR:

GEORGE R. McDANIEL, SR.

WILLIAM G. COKE, JR.

LESSEE:

COKE & McDANIEL, INC.

BY: