ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
Madeline Pargh and Eugene Pargh Co-Trustees Under the Provisions of the Madeline Pargh Living Trust ROKEBY - 3901 Harding Road Nashville, Tennessee 37205	Eugene Pargh and Madeline Pargh ROKEBY - 3901 Harding Rd. Nashville, TN 37205	Map 103-16A Parcel 48 & 49

THIS INSTRUMENT PREPARED BY:
Michael I. Mossman, Attorney, Suite 500, One Church St. Bldg.,
Nashville, Tennessee 37201

QUITCLAIM DEED TO TRUSTEE
UNDER TRUST AGREEMENT

THIS INDENTURE WITNESSETH, that Grantors, EUGENE PARGH and MADELINE PARGH, his wife, having an address of 3901 Harding Road, Nashville, Tennessee 37205, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, grant, convey and quitclaims unto Grantee, MADELINE PARGH and EUGENE PARGH, co-trustees (sometimes hereinafter collectively referred to as "Trustee") under the provisions of THE MADELINE PARGH LIVING TRUST dated July 28, 1993, an inter vivos trust agreement ("Trust Agreement") with full power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described below, whose post office address is: 3901 Harding Road, Nashville, Tennessee 37205, then with GERALD AVERBUCH to be the successor trustee to serve alone upon the death, disability or resignation of the last remaining above-named Trustee, then with MARK S. AVERBUCH to be the alternative successor trustee to serve alone upon the death, disability, resignation or failure to serve of GERALD AVERBUCH (the successor trustee and alternate successor trustee shall sometimes hereinafter be collectively referred to as "Successor Trustee"), with the Successor Trustee having the same powers granted to the Trustee as set forth above, an interest in the following described real estate, situate, lying and being in the County of Davidson and State of Tennessee, to-wit:

Units Nos. 404 and 405 of ROKEBY, a Condominium or horizontal property regime established by Master Deed of record in Book 4829, page 138, Register's Office for Davidson County, Tennessee, as amended in Book 4983, page 98, and Book 5096, page 409, said Register's Office; and shown on a "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office. The said Unit is more fully depicted on the Plan of the 4th Floor of ROKEBY of record in Book 5060, page 143, said Register's Office.

Together with each and all of the rights, privileges, and appurtenances thereunto belonging, as set forth in the said Master Deed and By-Laws, including without limitation such Unit's undivided percentage interest in the land and common elements, and its interest in any appurtenant limited common elements shown on the said Plan of record in Book 5060, page 143, said Register's Office. Parking Space Nos. 21 and 22, shown on the said "2nd Revised Plan" of record in Book 5050, page 16, said Register's Office, is expressly assigned as a limited common element to said Unit.

Subject, however, to all of the provisions, conditions, restrictions, burdens and undertakings contained in the said Master Deed, the Plan, as amended, and the By-Laws, all of which the Grantee does assume and agree to observe and perform, including, but not limited to, the payment of assessments.

Being the same property conveyed to Eugene Pargh and wife, Madeline Pargh by deed from The Rokeby Corporation, of record in Book 5303, Page 442, Register's Office for Davidson County, Tennessee.

SUBJECT TO:

1. Taxes for the year 1993 and subsequent years;
2. Reservations, restrictions, limitations and easements of record, if any;
3. Applicable zoning ordinances of governmental authorities.
4. Declaration of Condominium of Rokeby

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Trust Agreement, or any amendments thereto.

Upon the death, disability or resignation of any of the above named Trustees, any remaining Trustee shall continue to have full authority and powers as set forth above and in the event of the death, disability or resignations of any of the above-named Successor Trustees, any remaining Successor Trustee shall continue to have full authority and powers as set forth above.

The written acceptance by any Successor Trustee, recorded among the Public Records of Davidson, Tennessee, together with evidence of the Trustee's death, disability, or resignation, shall be deemed conclusive proof that the Successor Trustee provisions of the Trust Agreement have been complied with. Evidence of a Trustee's or Successor Trustee's death, disability or resignation, whether to establish the commencement of the Successor Trustee's term or to establish the death, disability or resignation of a co-trustee shall be as follows: (i) evidence of a Trustee's or Successor Trustee's death shall consist of a certified copy of his/her death certificate; (ii) evidence of a Trustee's or Successor Trustee's disability shall consist of a licensed physician's affidavit establishing that the respective Trustee or Successor Trustee is incapable of performing his/her duties as Trustee or Successor Trustee of the Trust Agreement; (iii) evidence of the Trustee's or successor Trustee's resignation shall consist of a resignation, duly executed and acknowledged by the Trustee or Successor Trustee; or (iv) any adjudication by a court of competent jurisdiction that the Trustee or Successor Trustee is dead, incapacitated or disabled.

In no case shall any party dealing with the Trustee or any Successor Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee or any Successor Trustee, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obligated to see that the terms of the Trust Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee or Any Successor Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement and any amendments thereto; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee or any Successor Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement any amendments thereto were in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and any amendments thereto and is binding upon all beneficiaries under such instruments, (c) that the Trustee or any Successor Trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. Trustee may freely remove and replace any Successor Trustee, including the above designated Successor Trustee, and evidence same by the filing of an Affidavit in the Public Records of Davidson County, Tennessee stating the name of the new Successor Trustee with no acknowledgement of the removed Successor Trustee required to effectuate same.

Any contract, obligation or indebtedness incurred or entered into by the Trustee or Successor Trustee in connection with the real estate may be entered into by it in the name of the then beneficiaries under the Trust Agreement and any amendment thereto, as their attorney-in-fact, by this Deed irrevocably appointed for such purpose, or, at the election of the Trustee or Successor Trustee, in its own name as Trustee or Successor Trustee of an express trust and not individually and the Trustee or Successor Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness, except only so far as the trust property and funds in the actual possession of the Trustee or Successor Trustee shall be applicable for its payment and discharge,

and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary under this Deed and under the Trust Agreement and any amendment thereto referred to previously and of all

persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from such real estate as aforesaid.

The Grantors by this Deed fully warrant the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors aforesaid have set their hands and seals this 27 day August, 1993.

WITNESSES:

Michael I. Mossman

EUGENE PARGH

Michael I. Mossman

MADELINE PARGH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named Eugene Pargh and Madeline Pargh, bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 27th day of August, 1993.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-20-96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ -0-.

AFFIANT

Sworn to and subscribed before me, this 27th day of August, 1993.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-20-96

93 AUG 27 PM 3:31

4872 08/27 0101 CKCHECK 17.00

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IDENTIF. ↑ REFERENCE