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BOOK 9401 PAGE 331

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94 JUL -7 PM 3:11

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. → REFERENCE

THIS INSTRUMENT PREPARED BY:

William E. Shofner, Esq.
Waller Lansden Dortch & Davis
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760

TRUSTEE'S DEED

Address New Owner As Follows	Send Tax Bills To	Map-Parcel Numbers
LynCorp, Inc. 30 Burton Hills Blvd., Suite 195 Nashville, TN 37215	Same	Map 133 Parcels-98, 99 and 106

WHEREAS, by Indenture of Mortgage and Deed of Trust dated November 24, 1981, of record in Book 5821, page 894, Register's Office for Davidson County, Tennessee, The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, a public non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, among other things, conveyed, among other things, to Trust Company Bank, a Georgia banking corporation, as Trustee ("Trustee"), the hereinafter-described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth (the "Deed of Trust"); and

WHEREAS, default occurred under the Deed of Trust, and the beneficiary thereunder requested Trustee to advertise and sell said property under the terms and provision of the Deed of Trust; and

WHEREAS in pursuance of said request of said beneficiary, said property was, by Trustee, advertised for sale in conformity with the terms and provisions of the Deed of Trust, by which advertisement the sale was held on the 21st day of June, 1994, at the Courthouse of Davidson County, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, LynCorp, Inc., a Tennessee corporation became the highest and best bidder and the purchaser of said property at and for the sum of One Million, Seven Hundred Forty Thousand and No/100 Dollars ($1,740,000.00); and

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NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Trustee does hereby grant, bargain, sell and convey to LynCorp, Inc., a Tennessee corporation ("Grantee"), in fee simple forever, certain real property being in the County of Davidson and State of Tennessee, as more fully set forth in Exhibit A attached hereto. In addition, Trustee does hereby sell and convey all furnishings, equipment, fixtures and other personal property located on said real property.

This conveyance is made subject to all unpaid taxes and all other liens, restrictions, easements and encumbrances of record. In this regard, a portion of the Property may be subject to redemption as provided in T.C.A. § 67-1-1433(c)(1) and §50-7-404. Attached hereto as collective Exhibit B are (a) a copy of notice of foreclosure sale provided to the State of Tennessee and (b) copies of the responses from the State to such notice. TRUSTEE MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER WHETHER OR NOT ANY OF THE PROPERTY IS SUBJECT TO ANY STATE TAX LIEN OR ANY OTHER LIEN, RESTRICTION, EASEMENT OR ENCUMBRANCE, EXCEPT AS OTHERWISE SET FORTH BELOW.

TO HAVE AND TO HOLD the real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee, in fee simple forever.

Trustee only warrants the title to the aforesaid real and personal property against the lawful claims of all persons claiming by, through, or under it as Trustee, but not further or otherwise.

IN WITNESS WHEREOF, Trustee has executed this instrument this the 7 day of July, 1994.

TRUST COMPANY BANK, TRUSTEE

By: _____
Name (Print): T. J. DONALDSON
Title (Print): Group Vice President

By: _____
Name (Print): M. R. SMITH, JR.
Title (Print): Vice President

TRUST COMPANY BANK ★ ATLANTA, GEORGIA ★

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STATE OF Georgia)
COUNTY OF Fulton)

Before me, Annie Sue Taylor, a notary public of the state and county aforesaid, personally appeared T. J. DONALDSON and M. R. SMITH, JR., with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Group Vice President and Vice President (insert titles) of Trust Company Bank, Trustee, the within named bargainor, a corporation, and that they as such T. J. DONALDSON and M. R. Smith Jr., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Group Vice President and Vice President.

Witness my hand and seal, at office in Atlanta, Georgia, this 7 day of July, 1994.

ANNIE SUE TAYLOR NOTARY PUBLIC GEORGIA CLAYTON COUNTY

Annie Sue Taylor
Notary Public

My Commission Expires:

Notary Public, Clayton County, Georgia
My Commission Expires Oct. 19, 1996

STATE OF TENNESSEE
COUNTY OF DAVIDSON)

The actual consideration given for, or value of, the property described hereinabove, whichever is greater, is $1,740,000.00.

R M Smith, President
Affiant

Subscribed and sworn to before me this 7th day of July, 1994.

Jeanette T. Renew
Notary Public

My Commission Expires:
9/16/95

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EXHIBIT A

I. BOOK 9401 PAGE 334

TRACT NO. 1:

Land in Davidson County, Tennessee, being Lot Numbered 1 and the reserve parcel on the Plat of the Resubdivision of Lot Number 2 of East Radnor Industrial Subdivision, Section 2, as of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete description.

Being the same property conveyed to the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation, by deed from Wehby Enterprises, Inc., a Tennessee corporation, of record in Book 5821, page 821, said Register's Office.

This real property is commonly known as 500 ALLIED DRIVE AT TROUSDALE DRIVE, NASHVILLE, TENNESSEE.

Tract No. 2:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plat of the Resubdivision of Lot No. 2 of the East Radnor Industrial Subdivision, Section 2, of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete description.

Being the same property conveyed to Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation by deed from Mickey Wehby, Jack P. Wehby, Jr. and William E. Wehby of record in Book 5821, page 825, Register's Office for Davidson County, Tennessee.

This real property is commonly known as 3600 TROUSDALE DRIVE AT VERITAS STREET, NASHVILLE, TENNESSEE.

II.

All buildings, structures, improvements and appurtenances standing upon said real property or any part thereof, including all right, title and interest of the Trustee, if any, in and to all building material, plants and fixtures of every kind and nature whatsoever on said premises or in any building located on said real property, or any part thereof, and the reversion or reversions, remainder or remainders, in and to said real property and each and every part thereof; together with all right, title and interest of the Trustee, if any, in and to the tenements, hereditaments, easements, rights, privileges and appurtenances to said real property belonging or in any wise appertaining thereto, and together with all right, title and interest of the Trustee in and to any streets, ways, alleys, or strips of land adjoining said real property or any part thereof; and together with all the estate, right, title, interest, claim or demand whatsoever of the Trustee either in law or in equity, in possession or expectancy, of, in and to said real property.

III.

All rights, privileges, licenses, permits, immunities and easements of every kind and nature appurtenant to the properties and estates above described; and all and singular the tenements, hereditaments or appurtenances belonging to said properties or any part thereof or in any wise appertaining thereto and the reversions and remainders and all rents, issues and profits thereof arising after the date hereafter.

EXHIBIT B BOOK 9401 PAGE 337

WALLER LANSDEN DORTCH & DAVIS

NASHVILLE CITY CENTER
511 UNION STREET, SUITE 2100
NASHVILLE, TENNESSEE 37219-1760
(615) 244-6380

FACSIMILES
(615) 244-6804
(615) 244-5686

809 SOUTH MAIN STREET
P. O. BOX 1035
COLUMBIA, TN 38402-1035
(615) 388-6031

May 20, 1994

VIA HAND DELIVERY

Director, Tax Enforcement Division
4th Floor, Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37242
Attn.: Wilbur Hooks

Re: Trust Company Bank/Washington Manufacturing Company

Gentlemen:

This law firm is local Tennessee counsel for Trust Company Bank, a Georgia banking corporation (the "Bank"), in its corporate capacity and as trustee for the benefit of various persons holding bonds issued on or about November 24, 1981 by the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, designated as Series A and B Revenue Bonds (Washington Manufacturing Company) (the "Bonds"). These Bonds are secured by, among other things, a certain Indenture of Mortgage and Deed of Trust dated November 24, 1981 of record in Book 5821, page 894, Register's Office of Davidson County, Tennessee, (the "Deed of Trust"), pursuant to which the Bank, in its corporate capacity, acts as deed of trust trustee for the benefit of the holders of the Bonds and, in its capacity as bond trustee for the holders of the Bonds, acts as a secured party.

For the past several years, the Bonds have been and still remain in default. Recently, the Bank calculated that the amount of principal obligations under the Bonds, the interest thereon and various other expenses incurred by the Bank (including, without limitation, legal fees, selling costs, administration fees and maintenance costs), all of which are secured by the Deed of Trust, totalled approximately $7,400,000.00.

Pursuant to T.C.A. §67-1-1433, the Bank hereby gives the State of Tennessee notice that the Bank, as deed of trust trustee and as bond trustee for the holders of the Bonds, will, on Tuesday, June 21, 1994, at 12:00 o'clock noon, sell, at the main door of the courthouse of Davidson County, Tennessee, certain property by

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public foreclosure. Such property, along with various terms and conditions of such foreclosure sale, are more fully described in a certain Notice of Foreclosure and Public Sale that the Bank will submit to one or more local newspapers for publication in the immediate future. Enclosed is a copy of such Notice of Foreclosure.

According to a title commitment recently issued by Old Republic National Title Insurance Company covering the real property described in the enclosed Notice of Foreclosure and Public Sale, there may be two (2) tax liens claimed by the State of Tennessee against a portion of the property to be sold at the pending foreclosure. Enclosed are copies of the recorded notices for these two state tax liens and such title commitment. Although it does not appear to the Bank that these tax liens cover property that it contemplates selling at foreclosure, the Bank, out of an abundance of precaution, has identified these possible liens in its Notice of Foreclosure and now seeks from your Department (a) a statement of the amount of taxes secured by these state tax liens and (b) a discharge of such liens against the property sold upon the foreclosure described in the enclosed Notice.

If you have any questions or concerns about this matter, please advise. I look forward to receiving your response.

Yours truly,

William E. Shofner

William E. Shofner

mag
Enclosures

On behalf of the Tennessee Department of Revenue, I hereby acknowledge receipt of this notice of sale this 20th day of May, 1994.

Name: William E. Shofner
Title: Admin Asst

mag
cc: Mr. Robert Aaron

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NOTICE OF FORECLOSURE
AND PUBLIC SALE

WHEREAS, THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, a public, non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee (the "Board"), purchased on or about November 24, 1981 certain real and personal property located at 3600 Trousdale Drive, Nashville, Tennessee;

WHEREAS, the Board, in order to purchase such property, issued on or about November 24, 1981, two (2) series of bonds, the first of which was designated "The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County Revenue Bonds, Series A (Washington Manufacturing Company)" issued in the aggregate principal amount of $2,180,984.00 and the second of which was designated as "The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County Revenue Bonds, Series B (Washington Manufacturing Company)" issued in the aggregate principal amount of $3,800,000.00 (collectively, the "Bonds");

WHEREAS, the Board sold the Bonds to various corporations, entities and individuals (the "Bondholders");

WHEREAS, since the issuance of the Bonds, TRUST COMPANY BANK, a Georgia banking corporation (the "Bank"), has acted as trustee for the benefit of the Bondholders (the Bank, in its capacity as such trustee, "Bond Trustee");

WHEREAS, the Board, in order to pay the Bonds, entered into, among other things, a certain lease agreement dated as of November 24, 1981, with WASHINGTON MANUFACTURING COMPANY, a Tennessee corporation (the "Company"), which lease is of record in Book 5821, page 835, Register's Office of Davidson County, Tennessee (the "Lease"); pursuant to the Lease, the Company, as lessee, leased said real property from the Board for an initial term of fifteen (15) years and agreed, among other things, to pay rent to the Board periodically in an amount equal to or greater than the periodic payments due the Bondholders under the Bonds;

WHEREAS, in order to secure the payment of the Bonds from the Board, the Board executed, delivered and recorded a certain Indenture of Mortgage and Deed of Trust dated November 24, 1981, of record in Book 5821, page 894, said Register's Office (the "Deed of Trust"), pursuant to which the Board granted to the Bank, as Bond Trustee, a lien against said real property and a security interest in various personal property described therein;

WHEREAS, pursuant to the terms of the Deed of Trust, the Bank, in its corporate capacity and not as Bond Trustee, was named deed of trust trustee thereunder (the Bank, in its capacity as such deed of trust trustee, "Deed of Trust Trustee");

WHEREAS, the Company has breached the Lease by, among other things, failing to make rent payments when due thereunder;

WHEREAS, because the Board has for several years continually failed to receive rent payments from the Company under the Lease, the Board has failed to meet its monetary obligations under the Bonds;

WHEREAS, the Bond Trustee, on behalf of the Bondholders, has declared the Bonds in default and has demanded payment in full thereunder;

WHEREAS, the Board has failed to pay the Bonds in full as demanded;

WHEREAS, the Bond Trustee has requested the Deed of Trust Trustee to advertise for sale by foreclosure the real property encumbered by the Deed of Trust and hereinafter described and to sell such real property pursuant to the powers and duties vested in the Deed of Trust Trustee under the Deed of Trust;

WHEREAS, the Deed of Trust Trustee wishes to advertise for public sale, and to sell, such real property, pursuant to the powers vested in it under the Deed of Trust and as allowed by law;

WHEREAS, the Bond Trustee, as the secured party under the Deed of Trust, wishes to advertise for public sale, and to sell, the personal property hereinafter described, pursuant to the powers vested in it under the Deed of Trust and as allowed by law;

NOW, THEREFORE, notice is hereby given that TRUST COMPANY BANK, pursuant to the power, duty and authority vested in and imposed upon it as both Deed of Trust Trustee and as Bond Trustee, will on

Tuesday, June 21, 1994

at 12:00 noon, at the front or main door of the Davidson County Courthouse in Nashville, Tennessee, proceed to sell at public auction for cash and in bar of homestead, dower, and any equitable right of redemption and all other rights and exceptions of every kind, including, without limitation, the statutory right of redemption granted by Tenn. Code Ann. Section 66-8-101, the following property:

TRACT NO. 1:

Land in Davidson County, Tennessee, being Lot Numbered 1 and the reserve parcel on the Plat of the Resubdivision of Lot Number 2 of East Radnor Industrial Subdivision, Section 2, as of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, and which is further described as follows:

Beginning at a concrete monument in the northerly right-of-way of Allied Drive, said monument also marking the easterly margin of a 50-foot utility and railroad easement and the southwest corner of Lot No. 4 on the Plan of Allied Industrial Park, Section 2, as of record in Book 3700, page 63, R.O.D.C. Tennessee; thence with the northerly margin of Allied Drive north 85 degrees 46 minutes 30 seconds west 484.44 feet to a concrete monument marking the beginning of a fillet curve to the right having a radius of 68.51 feet; continuing with said curve a distance of 97.05 feet to a concrete monument or pin in the easterly margin of Trousdale Drive north 4 degrees 36 minutes 30 seconds west 259.45 feet to a point; thence leaving the right-of-way of Trousdale Drive south 85 degrees 46 minutes 30 seconds east 205.77 feet to a point; thence south 4 degrees 13 minutes west 100.0 feet to a point; thence south 85 degrees 35 minutes 20 seconds east 318.23 feet to a point; thence north 4 degrees 24 minutes 40 seconds east 4.83 feet to a point, thence south 85 degrees 46 minutes 30 seconds east 66.92 feet to a point in the easterly margin of a 50 foot utility and railroad easement; thence along the easterly margin of said easement south 4 degrees 13 minutes west 418.17 feet to the concrete monument marking the point of beginning; containing 4.96 acres more or less.

Tract No. 1 being the same property conveyed to the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation, by deed from Wehby Enterprises, Inc., a Tennessee corporation, of record in Book 5821, page 821, said Register's Office.

This real property is commonly known as 500 ALLIED DRIVE AT TROUSDALE DRIVE, NASHVILLE, TENNESSEE.

Tract No. 2:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plat of the Resubdivision of Lot No. 2 of the East Radnor Industrial Subdivision, Section 2, of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, and described as follows:

Land lying in the 28th Councilmanic District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument in the southerly right-of-way of Veritas Street. Said monument marking the easterly margin of a 50-foot utility and railroad easement, said monument also marking the northwest corner of Lot 392 of the Plan of Sunrise Heights Second Addition, as of record in Book 421, page 46, Register's Office, Davidson County, Tennessee; thence leaving said right-of-way south 1 degree 56 minutes 46 seconds east 165.76 feet to a railroad monument, the northwest corner of Lot No. 4 in Section Two of Allied Industrial Park as of record in Book 3700, page 63, Register's Office, Davidson County, Tennessee; thence with the west line of said Lot No. 4, south 4 degrees 13 minutes west 66.04 feet to a point, thence north 85 degrees 46 minutes 30 seconds west 66.92 feet to a point, the northeast corner of a Lease release strip as of record in Book 4348, page 354, Register's Office, Davidson County, Tennessee; thence south 4 degrees 24 minutes 40 seconds west 4.83 feet to a point; thence north 85 degrees 35 minutes 20 seconds west 318.23 feet to a point, the southwest corner of said Lease release strip; thence north 4 degrees 13 minutes east 100.0 feet to a point; thence north 85 degrees 46 minutes 30 seconds west 205.77 feet to a point in the east right-of-way of Trousdale Drive; thence with said east right-of-way north 4 degrees 36 minutes 30 seconds west 255.05 feet to a concrete monument, the beginning of a fillet curve to the right having a radius of 81.32 feet, continuing with said curve a distance of 142.00 feet to a point in the south right-of-way of Veritas Street; thence with said south right-of-way south 84 degrees 34 minutes est 530.29 feet to the point of beginning. Containing 3.87, more or less, acres.

Tract No. 2 being the same property conveyed to Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation by deed from Mickey Wehby, Jack P. Wehby, Jr. and William E. Wehby of record in Book 5821, page 825, Register's Office for Davidson County, Tennessee.

This real property is commonly known as 3600 TROUSDALE DRIVE AT VERITAS STREET, NASHVILLE, TENNESSEE.

II.

All buildings, structures, improvements and appurtenances standing upon said real property or any part thereof, including all right, title and interest of the Deed of Trust Trustee, if any, in and to all building material, plants and fixtures of every kind and nature whatsoever on said premises or in any building located on said real property, or any part thereof, and the reversion or reversions, remainder or remainders, in and to said real property and each and every part thereof; together with all right, title and interest of the Deed of Trust Trustee, if any, in and to the tenements, hereditaments, easements, rights, privileges and appurtenances to said real property belonging or in any wise

appertaining thereto, and together with all right, title and interest of the Deed of Trust Trustee in and to any streets, ways, alleys, or strips of land adjoining said real property or any part thereof; and together with all the estate, right, title, interest, claim or demand whatsoever of the Deed of Trust Trustee either in law or in equity, in possession or expectancy, of, in and to said real property.

III.

All furnishings, equipment, fixtures and other personal property whether now located on said real property or in any buildings located thereon.

IV.

All rights, privileges, licenses, permits, immunities and easements of every kind and nature appurtenant to the properties and estates above described; and all and singular the tenements, hereditaments or appurtenances belonging to said properties or any part thereof or in any wise appertaining thereto and the reversions, remainders, rents, issues and profits thereof.

(The real and personal property described in items I-IV above are hereinafter, collectively, the "Property".)

This sale is subject to any and all unpaid taxes, and any other claims, liens, easements, set back lines and restrictions prior in right to the Deed of Trust, to the payment of, among other things, all taxes, assessments or liens encumbering the Property that are superior to the lien of the Deed of Trust.

Currently, a portion of the Property may be subject to two (2) tax liens claimed by the State of Tennessee. THE BANK, EITHER AS DEED OF TRUST TRUSTEE OR THE BOND TRUSTEE, MAKES NO REPRESENTATION WHATSOEVER WHETHER OR NOT ANY PORTION OF THE PROPERTY IS SUBJECT TO SUCH LIENS OR ANY OTHER LIENS. The notice of one of these tax liens claimed by the State of Tennessee was filed on June 11, 1991 against the assets of Washington Apparel Group, Inc. and is of record in Book 8371, page 291, said Register's Office. The other such notice of tax lien claimed by the State of Tennessee was filed in October 1993 against the assets of the Company and is of record in Book 9110, page 971, said Register's Office. T.C.A. § 67-1-1433(b)(1) requires that notice of any foreclosure sale of property against which the State of Tennessee may claim a tax lien must be properly given to the State timely. The Bank affirmatively states that it has timely given the State of Tennessee notice of this foreclosure sale as required by such statute. Because the Bank has properly given the State notice of this foreclosure sale, there should not be any state tax lien against the Property upon or after such sale. However, some of the

Property, after such sale, may be subject to a right of redemption by the State of Tennessee as provided for in T.C.A. § 67-1-1433(c)(1). Pursuant to this statute, the State of Tennessee can purchase property subject to a state tax lien 120 days after the date such property is sold at foreclosure for an amount equal to the purchase price for such property received at foreclosure plus 6% per annum.

The Property may be sold in one tract or separate parcels.

The Property may be inspected prior to sale.

THE SALE OF THE PROPERTY SHALL BE SUBJECT TO SUCH ADDITIONAL TERMS AND CONDITIONS AS ANNOUNCED AT THE PUBLIC SALE.

TRUST COMPANY BANK, TRUSTEE
Corporate Trust Department
235 Annex Building
58 Edgewater Avenue, N.E.
Atlanta, GA 30303
Attention: Robert C. Aaron
Telephone: (404) 588-8089
Telecopy No.: (404) 332-3966

Commitment to Insure

ALTA Commitment - 1982

BOOK 9401 PAGE 345

INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact _____

_____.

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	Page
AGREEMENT TO ISSUE POLICY	Back Cover
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I — REQUIREMENTS	Insert
SCHEDULE B-II — EXCEPTIONS	Insert
CONDITIONS	Back Cover

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
"SCHEDULE A" FORM - FOR USE WITH COMMITMENT FOR TITLE INSURANCE

FILE NO.: M9311166 **OUR NO.:** 7512-81132

SCHEDULE A

1. **Effective Date** April 15, 1994 at 8:00 A.M. BOOK 9401 PAGE 346

2. **Policy or Policies to be issued:** **Amount:**

   (a) **ALTA Owners Policy - Standard Form - 1987** $ TO BE DETERMINED
   (Revised 10/17/92)

   Proposed Insured:

   TO BE DETERMINED

   (b) **ALTA Standard Loan Policy - 1987** $
   (Revised 10/17/92)

   Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is** fee simple.

4. **Title to said estate or interest in land is at the effective date hereof vested in:**

Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation

5. **The land referred to in the Commitment is described as follows:**

TRACT NO. I:
Land in Davidson County, Tennessee, being Lot Numbered 1 and the reserve parcel on the Plat of the Resubdivision of Lot Number 2 of East Radnor Industrial Subdivision, Section 2, as of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, and which is further described as follows:

Beginning at a concrete monument in the northerly right-of-way of Allied Drive, said monument also marking the easterly margin of a 50-foot utility and railroad easement and the southwest corner of Lot No. 4 on the Plan of Allied Industrial Park, Section 2, as of record in Book 3700, page 63, R.O.D.C. Tennessee; thence with the northerly margin of Allied Drive north 85 degrees 46 minutes 30 seconds west 483.44 feet to a concrete monument marking the beginning of a fillet curve to the right having a radius of 68.51 feet; continuing with said curve a distance of 97.05 feet to a concrete monument or pin in the easterly margin of Trousdale Drive north 4 degrees 36 minutes 30 seconds west 259.45 feet to a point; thence leaving the right-of-way of Trousdale Drive south 85 degrees 46 minutes 30 seconds east 205.77 feet to a point; thence south 4 degrees 13 minutes west 100.0 feet to a point; thence south 85 degrees 35 minutes 20 seconds east 318.23 feet to a point; thence north 4

degrees 24 minutes 40 seconds east 4.83 feet to a point, thence south 85 degrees 46 minutes 30 seconds east 66.92 feet to a point in the easterly margin of a 50 foot utility and railroad easement; thence along the easterly margin of said easement south 4 degrees 13 minutes west 418.17 feet to the concrete monument marking the point of beginning; containing 4.96 acres more or less.

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Tract No. I being the same property conveyed to the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation, by deed from Wehby Enterprises, Inc., a Tennessee corporation, of record in Book 5821, page 821, said Register's Office.

TRACT NO. II:
Land in Davidson County, Tennessee, being Lot No. 2 on the Plat of the Resubdivision of Lot No. 2 of the East Radnor Industrial Subdivision, Section 2, of record in Book 4300, page 169, Register's Office for Davidson County, Tennessee, and described as follows:

Land lying in the 28th Councilmanic District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument in the southerly right-of-way of Veritas Street. Said monument marking the easterly margin of a 50-foot utility and railroad easement, said monument also marking the northwest corner of Lot 392 on the Plan of Sunrise Heights Second Addition, as of record in Book 421, page 46, Register's Office, Davidson County, Tennessee; thence leaving said right-of-way south 1 degree 56 minutes 46 seconds east 165.76 feet to a railroad monument, the northwest corner of Lot No. 4 in Section Two of Allied Industrial Park as of record in Book 3700, page 63, Register's Office, Davidson County, Tennessee; thence with the west line of said Lot No. 4, south 4 degrees 13 minutes west 66.04 feet to a point, thence north 85 degrees 46 minutes 30 seconds west 66.92 feet to a point, the northeast corner of a Lease release strip as of record in Book 4348, page 354, Register's Office, Davidson County, Tennessee; thence south 4 degrees 24 minutes 40 seconds west 4.83 feet to a point; thence north 85 degrees 35 minutes 20 seconds west 318.23 feet to a point, the southwest corner of said Lease release strip; thence north 4 degrees 13 minutes east 100.0 feet to a point; thence north 85 degrees 46 minutes 30 seconds west 205.77 feet to a point in the east right-of-way of Trousdale Drive; thence with said east right-of-way north 4 degrees 36 minutes 30 seconds west 255.05 feet to a concrete monument, the beginning of a fillet curve to the right having a radius of 81.32 feet, continuing with said curve a distance of 142.00 feet to a point in the south right-of-way of Veritas Street; thence with said south right-of-way south 84 degrees 34 minutes east 530.29 feet to the point of beginning. Containing 3.87, more or less, acres.

Tract No. II being the same property conveyed to Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, a corporation by deed from Mickey Wehby, Jack P. Wehby, Jr. and William E. Wehby of record in Book 5821, page 825, Register's Office for Davidson County, Tennessee.

ORNT "SCHEDULE B" FORM - FOR USE WITH COMMITMENT FOR TITLE INSURANCE

FILE NO.: M9311166 OUR NO.: 7512-81132

BOOK 9401 PAGE 348

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:

(a) Proper deed from the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County to TO BE DETERMINED.

(b) Proof of the authority of any signatory signing on behalf of the grantor.

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the Company.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession.

3. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary line or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.

4. Possible unfiled mechanics' and materialmen's liens.

5. 1994 Metropolitan Government taxes -- Exempt. (Field Book No. 6DA 58357; Map 133, Parcel 99 - as to Lot No. 1; Field Book No. 6DA 58375; Map 133, Parcel 98 - as to Lot No. 2 and Field Book No. 6DA 58372; Map 133, Parcel 106 -as to Reserve Parcel).

If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. The Company assumes no liability for taxes assessed pursuant to the provisions of TCA Section 67-5-603 et seq.

6. Indenture of Mortgage and Deed of Trust from the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County to Trust Company Bank, Trustee, dated as of November 24, 1981, of record in Book 5821, page 894, said Register's Office.

7. Financing statement filed November 24, 1981, showing Washington Manufacturing Company, as Debtor and The Industrial Development Board of Nashville and Davidson County as Secured Party, and assigned to Trust Company Bank, Trustee, of record in Book 5821, page 976, said Register's Office, to secure an indebtedness in the

amount of $5,980,984.00. Said financing statement was continued in Book 7005, page 499, said Register's Office, and further continued in Book 8447, page 384, said Register's Office.

8. Financing statement filed November 24, 1981, showing The Industrial Development Board of Nashville and Davidson County as Debtor and Trust Company Bank, Trustee, as Secured Party, of record in Book 5821, page 980, said Register's Office, to secure an indebtedness in the amount of $5,980,984.00. Said financing statement was continued in Book 7005, page 498, said Register's Office, and further continued in Book 8447, page 383, said Register's Office.

9. Tennessee Deed of Trust with Uniform Commercial Code Security Agreement and with Assignment of Leases, Rents and Profits from Washington Manufacturing Company, a Tennessee corporation, to Charles T. Tuggle, Jr., Esq., Trustee, dated as of October 1, 1986, of record in Book 6998, page 471, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $14,000,000.00, payable to Citicorp Industrial Credit, Inc. (Applies to additional property)

10. Financing statement filed November 22, 1988, showing Washington Apparel Group, Inc., as Debtor and BarclaysAmerican/Commercial, Inc. as Secured Party, of record in Book 7709, page 516, said Register's Office, to secure an indebtedness in the amount of $3,530.102.00. By Amendment of record in Book 8158, page 645, said Register's Office, the name of the Secured Party was changed to Barclays Commercial Corporation. Said financing statement was continued in Book 9247, page 997, said Register's Office.

11. State tax lien against Washington Apparel Group, Inc., of record in Book 8371, page 291, said Register's Office.

12. State tax lien against Washington Manufacturing Company, of record in Book 9110, page 971, said Register's Office.

13. Lease by and between the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (Lessor) and Washington Manufacturing Company (Lessee) of record in Book 5821, page 835, said Register's Office.

14. All matters as shown on the Plan of record in Book 3700, page 77, said Register's Office.

15. All matters as shown on the Plan of record in Book 4300, page 169, said Register's Office.

16. Underground foundation easement of record in Book 5822, page 660, said Register's Office.

17. Fifty foot wide perpetual easement reserved by the Louisville and Nashville Railroad Company in the deed of record in Book 4056, page 28, said Register's Office.

18. Twenty foot wide easement for sewer line, of record in Book 4792, page 511, said Register's Office.

SCHEDULE B (Continued)

FILE NO.: M9311166 **OUR NO.:** 7512-81132

19. No insurance is afforded as to the exact amount of acreage contained within the herein described property.

Commitment to Insure

ALTA Commitment - 1982

BOOK 9401 PAGE 351

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:
The Provisions in Schedule A.
The Requirements in Schedule B-I.
The Exceptions in Schedule B-II.
The Conditions below.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CONDITIONS

1. Definitions. (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title - according to the state statutes where your land is located.

2. Later Defects. The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date of which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. Existing Defects. If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. Limitation Of Our Liability. Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements in Schedule B - Section I
or
Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. Claims Must Be Based On This Commitment. Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

Issued through the Office of:

WALLER LANSDEN DORTCH & DAVIS
NASHVILLE CITY CENTER
511 UNION STREET, SUITE 2100
NASHVILLE, TENNESSEE 37219-1760

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

BOOK 9401 PAGE 352

TENNESSEE DEPARTMENT OF REVENUE
Tax Enforcement Division
Nashville, TN 37242-0002
615/741-7071

NOTICE OF STATE TAX LIEN

Pursuant to the provisions of T.C.A. 67-1-1401 et seq., a lien exists in favor of the State of Tennessee upon all property and all rights, title and interest in property acquired either prior to or subsequent to the filing of this notice, belonging to the hereinafter named taxpayer.

Notice is hereby given that there have been assessed taxes, penalty, and interest against the said taxpayer, which after demand for payment thereof remain unpaid.

The amount of said taxes, penalty, and interest, either previously accrued or to accrue in the future without payment, constitutes the amount of said lien and the precise amount of the lien may be obtained by inquiry of the Tax Enforcement Division.

FOR DEPARTMENT OF REVENUE USE ONLY

Name of Taxpayer	Account Number
WASHINGTON APPAREL GROUP, INC.	2-621363075-000-8
Residence or Place of Business 1010 7TH STREET SOUTH NASHVILLE, TN 37206	Previous DLN of Form 91-3074-01477
County DAVIDSON	County Code 19 LIEN I.D. 91157020

Witness my hand at Nashville, Tennessee, on the 06 day of JUNE, 19 91.

This instrument was prepared by the Department of Revenue, State of Tennessee.

COMMISSIONER OF REVENUE

BY: William E. Hooks
DELEGATE OF COMMISSIONER

FOR REGISTER USE ONLY--PRINT OR STAMP

BOOK NO.	PAGE NO.	DATE	TIME
BOOK 8371 PAGE 291		Jun 11 10 10 AM '91	2121 I.D.
REGISTER		BY:	

24 CIRCUIT COURT CLERK 6-00

RV-1307 (REV. 5-85) WHITE-REGISTER CANARY-REVENUE PINK-SUSPENSE 02-018-0503

OFF REC

State of Tennessee
Department of Employment Security
Nashville, Tennessee 37245-3545
615/741/5103

NOTICE OF TAX LIEN

DL

Employer:
WASHINGTON MFG CO
1010 SOUTH 7TH ST
NASHVILLE TN 37203

Account Number. 002-716

Lien Number. 3-1657 PAGE 1

DAVIDSON COUNTY

BOOK 9401 PAGE 353

Pursuant to the provisions of T.C.A. §50-7-404 et. seq., a lien exists in favor of the State of Tennessee Department of Employment Security upon all property and all rights, title and interest in property acquired either prior to or subsequent to the filing of this notice, belonging to the hereinafter named employer. Notice is hereby given that there have been assessed premiums, penalty, and interest against the said employer, which after demand for payment thereof remain unpaid. The amount of said premiums, penalty, interest, and costs either previously accrued or to accrue in the future without payment, constitutes the amount of said lien.

Periods for which premiums (taxes), interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

Q/YR	TAX DUE	INTEREST THROUGH		PENALTY DUE	FILING FEE
2/87	$ 9.45	10/31/93	$ 10.63		$ 8.00
3/87	$ 12.15	10/31/93	$ 13.12		
4/87	$ 13.19	10/31/93	$ 329.92		
1/88	$ 14,421.98	10/31/93	$ 14,865.12		
				TOTAL:	$29,684.56

Witness my hand at Nashville, Tennessee, on the 4TH day of OCTOBER, 19 93.

This instrument was prepared by the Tennessee Department of Employment Security, State of Tennessee.

JAMES A. DAVENPORT
Commissioner of Employment Security

By Eugene Johns
Delegate of Commissioner
EUGENE JOHNS

0267 10/11 0101 03CHECK 8.00

FOR REGISTER USE ONLY — PRINT OR STAMP		
BOOK NO:	DATE:	FILED FOR RECORD DAVIDSON COUNTY, TN 11 AM 8:27
PAGE NO: BOOK 9110 PAGE 971	TIME:	
REGISTER:	BY:	IDENTIF. # REFERENCE 72644

ES-1343
Rev 6-88

REGISTER COPY

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

M E M O R A N D U M

TO: Mike Fort (fax no.: 741-3203) BOOK 9401 PAGE 354

FROM: Wes Shofner

DATE: June 16, 1994

RE: Trust Company Bank, Trustee

Please review the attached as soon as possible and call me at 252-2441 to discuss.

Thank you.

mag
Attachments

WES

MESSAGE CONFIRMATION

JUN-16-'94 14:28

TRANSMIT RECORD

TERM ID:
TEL NO:

NO.	DATE	ST. TIME	TOTAL TIME	#PGS	I D	ABB. NO	DEPT. CODE
936	06-16	14:15	00°13'02	OK-20 NG- 0	615 741 3203		

WES

10035582
13062516

STATE OF TENNESSEE BOOK 9401 PAGE 355
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

June 7, 1994

Mr. William E. Shafner
Waller, Lansden, Dortch & Davis
Nashville City Center
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760

RE: FORECLOSURE SALE OF PROPERTY OWNED BY
Washington Apparel Group
Account Number: 2-620363075-000-8

Dear Mr. Shafner:

This is in reference to your letter dated May 20, 1994 concerning a foreclosure sale of property owned by **Washington Apparel Group.**

Your letter complies with the provisions of T.C.A. 67-1-1401 et. seq., but if the sale produced more than the amount needed to satisfy the cost of sale, the indebtedness indicated in your letter, and any other superior liens, the amount of taxes, penalties, and interest due the Department of Revenue must be remitted to the State of Tennessee. The amount of taxes, penalties and interest due as of **July 20, 1994** is **$10,955.27.**

Please furnish me with an accounting of the sale (a closing statement), and I will release the State's tax lien on the property sold.

I trust that this has answered your letter, but if not, please let me know.

Sincerely,

John S. Peeler, Director
Revenue Enforcement Division

Wilbur E. Hooks
Administrative Assistant
Special Procedures Section

JSP:WEH:mab

cc: Bob Tyree, Revenue Enforcement Supervisor, Nashville Regional Office
Joe Cuccia, Revenue Enforcement Supervisor, Nashville Regional Office

BOOK 9401 PAGE 356

STATE OF TENNESSEE
DEPARTMENT OF EMPLOYMENT SECURITY
500 James Robertson Pkwy.
Nashville, Tennessee 37245-0100
(615) 741-3170

June 16, 1994

William E. Shofner
Nashville City Center
511 Union Street, Suite 2100
Nashville, TN 37219

RE: Property of Washington Mfg. Co.
TDES Acct. # 002-716
TDES Lien # 3-1657
Notice of Foreclosure Sale - June 21, 1994

4616 07/07 0101 03CHECK 6543.00

Dear Mr. Shofner:

Your FAX of June 16, 1994, is acknowledged, along with the attendant Notice of Foreclosure, and this will respectfully advise:

1. That said Notice is accepted as being timely and adequate; and,

2. That the amount of delinquent unemployment taxes, penalty and interest computed to date of sale is $14,785.04.

It is requested that you further advise us after the sale regarding: (i) actual proceeds of sale; (ii) net mortgage balance owed to the foreclosing creditor; (iii) sale costs; (iv) other liens, and this Agency's apparent position of priority with respect to same; and, (v) your proposed distribution of sale proceeds.

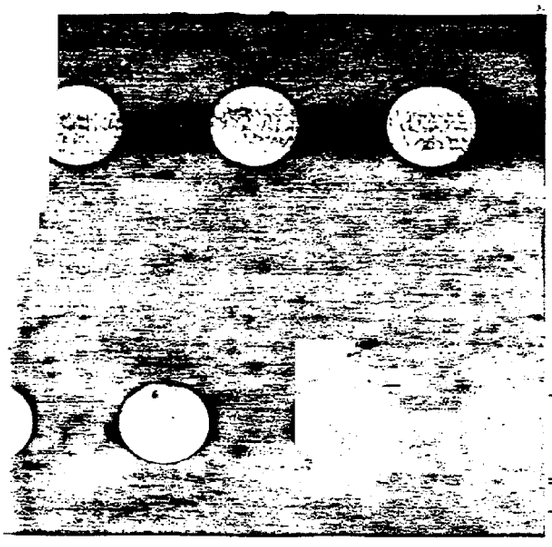
Should you have further questions regarding this matter, please let us know.

Sincerely,

Michael D. Fort
Counsel to Commissioner

MDF:EME

cc: Eugene Johns, Central Office



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

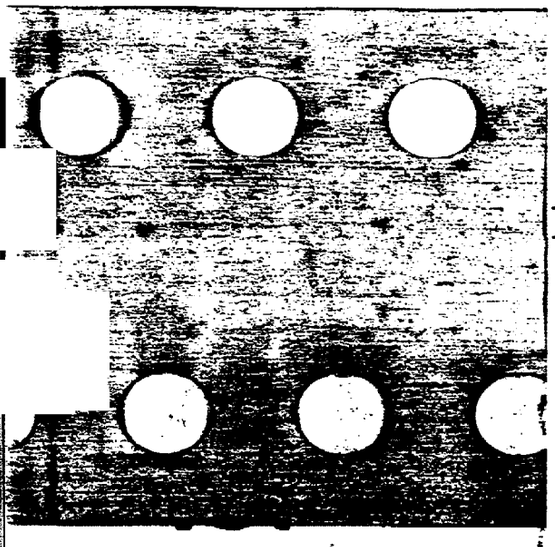
RECEIVED OF _____

FOR _____

BOOK 9401 PAGE 357

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TO - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT 1740000.00
CON TX 6438.00
PRFEE 1.00
WDEED 104.00
TOTAL 6543.00
CHECK 6543.00

17/07/94 01 15:13 0001 4615

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

68935
IDENTIF. ↑ REFERENCE

94 JUL -7 PM 3:11

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 811253