FROM
Dunaway Woods, Joint Venture

BOOK 9571 PG 842

TO Frank F.Ghertner, Trustee

SUCCESSOR TRUSTEE'S DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank F. Ghertner, TR. (NAME)	(same) (NAME)	See Below
P.O. box 24520 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37202 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 Chet Atkins Place
Nashville, TN 37212

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ None Theodore H. Pailet
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF January, 1995

Notary Public

MY COMMISSION EXPIRES: 9/17/97

(AFFIX SEAL)

NOTARY PUBLIC LAW WILLIAMSON CO.

MAP	PARCEL	FIELD BOOK
128-00	13	9D-07100
128-09	60	9D-07667
128-09	61	9D-07031
128-09	62	9D-07029
128-09	65	9D-07781
128-09	66	9D-07782
128-09	67	9D-07783

25546
IDENTIF. & REFERENCE

95 JAN 17 AM 10:11
FILED
DAVIDSON COUNTY REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

2246 01/17 0101 03CHECK 96.00

SUCCESSOR TRUSTEE'S DEED

BOOK 9571 PG 843

KNOW ALL MEN BY THESE PRESENTS THAT:

1. By a written instrument dated October 20, 1971 (Exhibit "A" hereto) James E. Patterson, Alven S. Ghertner, I. R. Schulman, Trustors, and I. R. Schulman, Trustee, entered into a JOINT VENTURE AGREEMENT for the purpose of developing, sale and management of property deeded to the Trustee.

2. Article 2 of the Agreement provides that "The Trustee shall be and is hereby vested with full authority to purchase, mortgage, develop, convey and enter into such contracts for the development, sale and management of said property and any other property deeded to the Trustee pursuant to authorization by the Trustors.

3. The said Trustors acquired another property on the 31st day of March, 1972 from Annie Frost Horn by deed of record in Book 4589, page 108, Register's Office for Davidson county, Tennessee. This property consisted of 87.595 acres, was named DUNAWAY WOODS and, heretofore, the Joint Venturers developed 46.097 acres of the property into recorded lots (Dunaway Woods, Section One, of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee) in accordance with aforementioned JOINT VENTURE AGREEMENT (Exhibit "A") and in accordance with the Joint Venture Agreement drafted for the purpose of this acquisition (Exhibit "B" hereto). They sold all but six (6) of the developed lots.

4. Subsequently, two of the original Trustors died. I. R. Schulman died on the 18th day of August, 1986. He is survived by his wife, Bobette Schulman as sole beneficiary. James E. Patterson, died on the 29th day

of April, 1984. His successor in interest is the Marital Trust as provided for under Article IV B of page five of Mr. Patterson's Will.

5. The current Trustors/Joint Venturers consisting of the said Alven S. Ghertner, Bobette Schulman, and Third National Bank in Nashville, Trustee under the Will of James E. Patterson - Marital Trust, who collectively own all of the beneficial interest in the remaining 41.498 acres and unsold six (6) lots of Dunaway Woods, now wish to sell and convey all of their interest in these properties to MARK E. O'NEILL, who has agreed to purchase the remaining properties in accordance with the terms of the OPTION TO PURCHASE, a copy of which is attached hereto as Exhibit "C",

6. Article 10 of the aforementioned JOINT VENTURE AGREEMENT, Exhibit "A", provides that "If the Trustee named herein is unable to serve as Trustee, by reason of death, --- the Trustors named herein, their successors, assigns or personal representatives, as beneficiaries hereof, may designate a successor trustee, by reference to this instrument, and such successor trustee shall have all of the power and be charged with all the duties as herein set forth, and such successor trustee shall acquire title to all property in his name as trustee, pursuant to the terms of this agreement, upon recording of a written instrument to the Register's office of Davidson County, Tennessee --- designating such successor Trustee."

7. The said Trustors now wish to designate Frank F. Ghertner as successor in accordance with the aforementioned Article 10.

NOW THEREFORE, we, Alven S. Ghertner, Bobette Schulman and Third National Bank in Nashville, Trustee under the Will of James E. Patterson - Marital Trust, comprising all of the

ownership of the properties described in the attached LEGAL DESCRIPTION (Exhibit "D" hereto) declare and appoint as follows:

A. That the properties as set out in the Legal Description (Exhibit "D") have been and are hereby governed by the terms of the JOINT VENTURE AGREEMENT (Exhibit "A" hereto), and

B. We have named, designated and appointed and do by these presents name, designate and appoint FRANK F. GHERTNER, of Davidson County, Tennessee, successor trustee to act under and by virtue of the JOINT VENTURE AGREEMENT (the aforementioned Exhibit "A").

C. The undersigned, Frank F. Ghertner, Trustee, hereby accepts the conveyance of the property described in the attached Exhibit "D" on behalf of the Trustors in accordance with the terms and conditions of the Joint Venture Agreement (Exhibit "A" hereto).

WITNESS OUR hands as of the 1st day of December, 1994.

Alven S. Ghertner,
Individually

DUNAWAY WOODS, JOINT VENTURE

BY: Alven S. Ghertner,
Partner

Bobette K. Schulman
Bobette Schulman,
Individually
By: John A. Ayers, Atty in fact

Third National Bank
in Nashville, Trustee
under the Will of
James E. Patterson -Marital
Trust

BY: Richard C. Gammel
Richard C. Gammel, V.P.
and Trust Officer,

BY: Bobette K. Schulman
Bobette Schulman,
Partner
By: John A. Ayers Atty in fact

Third National Bank
in Nashville, Trustee
under the Will of
James E. Patterson -Marital
Trust

BY: Richard C. Gammel
Richard C. Gammel, V.P.
and Trust Officer

X Frank F. Ghertner,
Trustee

ACKNOWLEDGMENTS

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Ronald E Walker, a Notary Public in and for said County and State, ALVEN S. GHERTNER, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tn, this 1st day of Dec, 1994.

Ronald E Walker
Notary Public

My commission expires: 3/23/96

STATE OF Tennessee)
COUNTY OF Davidson)

Before me Ronald E Walker of the State and County aforementioned, personally appeared ALVEN S. GHERTNER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be a Partner of the Dunaway Woods, Joint Venture, the within named bargainor, a partnership, and that such person, as such Partner, executed the foregoing instrument for the purposes therein contained by signing the same of the partnership by such person as Partner.

Witness my hand and seal, this day of 1st 1994.

Ronald E Walker
Notary Public

My commission expires: 3/23/96

BOOK 9571 PG 847

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Ronald E Wilkes of the state and county mentioned, personally appeared RICHARD C. GAMMEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice-President and Trust Officer of Third National Bank in Nashville in its capacity as Trustee under the Will of James E. Patterson - Marital Trust, the within named bargainor, and that he as such Vice-President and Trust Officer, executed the foregoing instrument for the purposes therein contained, by signing the name of Third National Bank in Nashville, Trustee under the Will of James E. Patterson - Marital Trust by himself as such Vice-President and Trust Officer.

Witness my hand and seal, at office in Nashville, TN this 1st day of Dec, 1994.

Ronald E Wilkes
Notary Public

RONALD E. WILKES NOTARY PUBLIC DAVIDSON COUNTY

My commission expires: 3/23/96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ronald E Wilkes, FRANK F. GHERTNER, TRUSTEE, the within named bargainor, with whom I am personally acquainted (or proved to me on the

basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of Dec, 1994.

Ronald E. Wilker
Notary Public

My commission expires: 3/23/96



The undersigned, John A. Gupton, Attorney-in-fact, hereby executes this Successor Trustee's Deed pursuant to the powers vested in him by the POWER OF ATTORNEY, a copy of which is attached hereto as EXHIBIT "E", on behalf of Bobette Schulman as partner and individually.

Bobette Schulman
By: John A. Gupton
John A. Gupton, Attorney-in-fact for Bobette Schulman

Bobette Schulman
By: John A. Gupton
John A. Gupton, Attorney-in-fact for Bobette Schulman

BOOK 9571 PG 849

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 1ST day of DECEMBER, 1994, before me personally appeared JOHN A. GUPTON, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Bobette Schulman acknowledged that such person executed the same as the free act and deed of Bobette Schulman.

Witness my hand and official seal at Nashville, Tennessee, this 1ST day of DECEMBER, 1994.

Nell W. Hamm
Notary Public

NELL HAMM NOTARY PUBLIC AT LARGE WILLIAMSON CO. TENN

My commission expires: 9/17/97

BOOK 9571 PG 850

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 1st day of Dec, 1994 before me, personally appeared John A. Gupton, to me know (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Bobette Schulman acknowledged that such person to be a partner of the Dunaway Woods, Joint Venture, the within named bargainor, a partnership, and that John A. Gupton as attorney-in-fact for Bobette Schulman, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by such person as partner.

Witness my hand and seal, this 1st day of Dec 1994.

Notary Public

My commission expires: 9/17/97

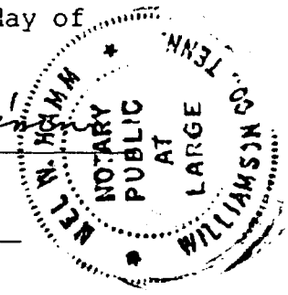


EXHIBIT "A"

9PSCo

BOOK 9571 PG 851

JOINT VENTURE AGREEMENT

THIS AGREEMENT entered into by and between JAMES E. PATTERSON, of Nashville, Tennessee, ALVEN S. GHERTNER, of Nashville, Tennessee, and I. R. SCHULMAN, of Nashville, Tennessee, hereinafter known as the TRUSTORS, and I. R. SCHULMAN, TRUSTEE, of Nashville, Tennessee, hereinafter known as TRUSTEE,

W I T N E S S E T H:

WHEREAS, certain property located in the 8th and 9th Civil Districts of Davidson County, Tennessee, has been conveyed to I. R. Schulman, Trustee, on behalf of the Trustors, by deed dated the 30th day of December, 1970, of record in Book 4473, page 158, Register's Office for Davidson County, Tennessee, and

WHEREAS, said property has been conveyed to I. R. Schulman, Trustee, for the purpose of developing same as a subdivision on behalf of the Trustors and in accordance with the terms of this agreement.

THEREFORE, IN CONSIDERATION OF THE PREMISES, and in consideration of the mutual covenants and agreements, as hereinafter set forth, it is agreed as follows:

1. The Trustee has accepted the conveyance of the property described in deed from Sam Davis Bell, et al, dated the 30th day of December, 1970, of record in book 4473, page 158, Register's Office for Davidson County, Tennessee, on behalf of the Trustors. The Trustors shall be the beneficiaries of said trust and the owners of said property in the following proportions:

JAMES E. PATTERSON	1/3	ONE-THIRD
ALVEN S. GHERTNER	1/3	ONE-THIRD
I. R. SCHULMAN	1/3	ONE-THIRD

2. The Trustee shall be and is hereby vested with full authority to purchase, mortgage, develop, convey and enter into such contracts for the development, sale and management of said property, and any other property deeded to the Trustee pursuant to authorization by the Trustors.

3. In the event of the death of any of the beneficiaries under this trust, then the interest of said beneficiary shall pass in accordance with his will, or in accordance with the laws of descent and distribution of the State of Tennessee.

4. The Trustors shall not be required to execute deeds, contracts, deeds of trust, or other instruments, but the Trustee shall have such full authority as herein granted without the joinder of any beneficiary.

5. The Trustors have contributed to the capital necessary for the purchase of said property and the development thereof either by cash or by loans, and the Trustors further agree to make such further contributions as shall be necessary in the development and sale of said property, or any other property purchased in accordance with this agreement.

6. The Trustors shall share in the profits and losses in the development of said property in proportion to their ownership thereof, as hereinabove set forth.

7. IT IS UNDERSTOOD AND AGREED that accurate records shall be kept of all transactions entered into for the purchase, development and sale of said property under the terms of this agreement under such name or names as the parties may agree upon, and statements thereof shall be prepared at such times as the parties may determine, but in no event less often than annually,

and all such records shall be subject to examination by any of the parties hereto, either personally or through their designated agents,at all reasonable times.

8. The Trustee and Trustors shall devote such time as shall be necessary or proper to diligently promote the interests of the venture, and all policies shall be determined by the Trustors, but in the event there is a dispute as to any such policy in the purchase, sale and development thereof a majority interest of the Trustors shall determine such policies.

9. The Trustors shall hold the Trustee harmless from any and all liabilities which have or might be incurred by him in the purchase, development and sale of said property, or any other property purchased pursuant to the terms of this agreement, and agree to reimburse the Trustee for any amount expended by him as such Trustee, on behalf of the Trustors in proportion of the ownership of the respective interests of the Trustors herein, and in the event any of the Trustors shall fail to reimburse the Trustee, the remaining Trustors shall reimburse the Trustee in proportion to their interests, it being the intention of the parties that the Trustee shall not be liable in any manner as Trustee, and shall be reimbursed as hereinabove set forth.

10. If the Trustee named herein is unable to serve as Trustee, by reason of death, illness, removal from the city, or for any other reason, then and in that event, the Trustors named herein, their successors, assigns or personal representatives, as beneficiaries hereof, may designate a successor trustee, by reference to this instrument, and such successor trustee shall have all the power and be charged with all the duties as herein set forth, and such successor trustee shall acquire title to

all property in his name as trustee, pursuant to the terms of this agreement, upon the recording of a written instrument to the Register's Office of Davidson County, Tennessee, or such other County in which the property owned is located, designating such successor trustee.

11. It is contemplated that a bank account will be opened under such name or names as the parties may select in such bank or banks as shall be designated by the Trustors subject to signature as shall be set out therein.

The Trustors, however, shall have the right to change the manner in which the account of the venture shall be carried, by written notification to any bank in which said account or accounts are carried and setting forth the procedure in which checks shall be signed thereafter.

12. The Trustee shall not be required to make any distribution of the profits accruing to the venture while there are any outstanding liabilities of the venture, although he may, in his discretion, do so, provided satisfactory arrangements are made by the Trustors for the satisfaction of such liabilities. Distributions may be made, however, as the funds become available after such liabilities have been paid or provided for.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, at Nashville, Tennessee, on the 28th day of October, 1971.

James E. Patterson
JAMES E. PATTERSON

Alven S. Ghertner
ALVEN S. GHERTNER

I. R. Schulman
I. R. SCHULMAN

TRUSTORS

I. R. Schulman Trustee
I. R. SCHULMAN, TRUSTEE

BOOK 9571 PG 855

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Annie Hooper, a Notary Public in and for said County and State, the within named James E. Patterson, Alven S. Ghertner, I. R. Schulman, and I. R. Schulman, Trustee, the 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, Tennessee, this 22nd day of October, 1971.

Annie Hooper
NOTARY PUBLIC

My commission expires:

5-23-73

EXHIBIT "B"

Never Signed. Schulman said this unnecessary as the agreement by G.P.S.Co. Covers this details.

JOINT VENTURE AGREEMENT

THIS AGREEMENT, entered into by and between I. R. SCHULMAN, ALVEN S. GHERTNER, and JAMES E. PATTERSON.

W I T N E S S E T H

WHEREAS, the parties hereto have purchased certain lands located in the Ninth Civil District of Davidson County, Tennessee, from Annie Frost Horn and desire to enter into this Agreement for the purpose of setting forth the terms and conditions for the purchse, development, management and operation of said property.

THEREFORE, IN CONSIDERATION OF THE PREMISES, and in consideration of the mutual convenants and agreements, as hereinafter set forth, the said I. R. SCHULMAN, ALVEN S. GHERTNER, and JAMES E. PATTERSON, enter into a Joint Venture for the purchase, development, management and operation of lands to be purchased upon the following terms and conditions:

1. The name of the Joint Venture is DUNAWAY WOODS.

2. The parties hereto agree to contribute to the capital of the Joint Venture such amounts as shall be necessary for the purchase, development, management and operation of the lands to be purchased or such other lands as the parties hereto may hereafter agree to purchase in proportion to the ownership as hereinafter set forth whether said contributions to capital shall be by cash or by loans.

3. The purposes of the Joint Venture shall be to purchase certain lands from Annie Frost Horn consisting of eighty seven and 595/100 (87.595) acres located in the Ninth Civil District of Davidson County, Tennessee, upon such terms and conditions as the parties shall deem advisable or the purchase of such other land as the parties may hereafter agree upon and to develop and improve such property by the installment of roads, utilities,

and other necessary improvements and to operate same in the construction, leasing, selling or otherwise developing of said property, in whole or in part, including any improvements made thereof, and to carry on such other activities necessary or incidental to the foregoing purposes.

4. The parties shall contribute to the capital of the Joint Venture and shall be the owners of the property purchased in the following proportions:

I. R. SCHULMAN	1/3 (one third)
ALVEN S. GHERTNER	1/3 (one third)
JAMES E. PATTERSON	1/3 (one third)

The parties shall share in the profits and losses in the purchase, development, management and operation of said property in proportion to their ownership as hereinabove set forth.

5. Accurate records shall be kept of all transactions entered into for the purchase, development, management and operation of said property under the terms of this Agreement under the name of the Joint Venture and statements thereof shall be prepared at such times as the parties may determine but in no event less often than annually and all such records shall be subject to examination by any of the parties hereto either personally or by their designated agents at all reasonable times.

6. The parties shall devote such time as shall be necessary or proper to diligently promote the interest of the venture and management thereof and all policies shall be determined by the parties. In the event there is any dispute as to any matter in the purchase, development, managements, operation or sale of any of said property, a majority interest of the parties holding more than one-half (1/2) interest shall determine such policies.

7. Distribution shall be made by the Joint Venture to the respective parties in porportion to their holdings therein at such time and in such manner as to the parties may determine but not

distribution shall be made while any outstanding liabilities are unpaid except in the event of long term indebtedness which shall be considered as outstanding only to the extent as same shall be due and payable at the time of such distribution.

8. None of the parties hereto shall have the right to dispose of his interest in the Joint Venture without the consent of the other parties. In the event any party desires to sell his interest in the Joint Venture such interest shall be first offered to the remaining parties in proportion to their holdings in the Joint Venture and the remaining parties shall have thirty (30) days within which to purchase or reject the purchase of such interest. In the event any party does not desire to purchase his portion of such interest, then the remaining parties shall have the right to purchase the interest of such selling party. In the event none of the remaining parties desire to purchase said interest, then said selling party shall have the right to sell same to other parties but only after approval of the purchaser thereof by the remaining parties.

9. The Joint Venture shall continue until all of the property so purchased has been sold or until such time as the parties by mutual consent desire to dissolve same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this _____ day of _____, 19____.

I. R. SCHULMAN

ALVEN S. GHERTNER

JAMES E. PATTERSON

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me _____, a Notary Public in and for said County and State, the within named, I. R. SCHULMAN, ALVEN S. GHERTNER, and JAMES E. PATTERSON, 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, Tennessee, this _____ day of _____, 19____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT "C"

OPTION TO PURCHASE BOOK 9571 PG 860

THIS AGREEMENT entered into on this 29th day of June, 1994, 1994, by and between Dunaway Woods, a Joint Venture composed of I. R. Schulman (deceased), Alven S. Ghertner and James E. Patterson (deceased), hereinafter called Optionor, and Mark E. O'Neill, 7732 Indian Springs Drive - Nashville, TN 37221, hereinafter called the Optionee,

WITNESSETH:

For and in consideration of $500.00 cash, the receipt of which is hereby acknowledged and in further consideration of the mutual benefits accruing to the parties hereto, the Optionor does hereby grant unto the Optionee or his assigns, an option to purchase real estate hereinafter described and situated in Davidson County, Tennessee:

The remaining approximate forty-one (41+/-) acres of Dunaway Woods Subdivision and six (6) commercial unsewered lots fronting on George E. Horn Road, formally known as Annie Frost Property, Metro Map 128, Parcel 13 and Parcels 60, 61, 62, 65, 66 and 67, Nashville Davidson County, TN. (legal description to follow).

Said option to purchase may be exercised by the Optionee or his assigns at any time prior to 120 days from the date hereof. The purchase price shall be $100,000.00, payable as follows: All cash or, in lieu thereof, 5 payments of $20,000 each with interest at the rate of 10% per annum on the unpaid principal balance payable annually, The first of the $20,000 principal payments shall be paid at the closing. The remaining $20,000 principal payments shall be paid in four (4) consecutive anniversaries of the closing.

If the consideration is to be paid in cash, the property shall be conveyed by general warranty deed; but if there are to be deferred payments, the property shall be conveyed by installment deed with a lien retained to secure the indebtedness and the same shall bear interest at 10 per cent per annum.

In the event Optionee desires to exercise this option, he shall do so by giving notice of the fact in writing, by certified or registered mail addressed to Optionor at 413 Seventh Ave., SO. Nashville, TN 37206 with return receipt requested or by personal delivery to the Optionor. At the same time, Optionee shall deliver to Optionor his check in the sum of $1,000.00 earnest money, which amount shall be credited to and against the purchase price upon consummation of the sale.

Title insurance shall be furnished by Old Republic Title Insurance Company, Nashville, TN.

Time is of the essence in this transaction.

It is expressly understood that there is no agreement or understanding, verbal of otherwise, between the parties hereto except as herein expressed.

Dunaway Woods
Optionor

Mark E. O'Neill
Optionee

Optionor

Optionee

EXHIBIT "D"

LEGAL DESCRIPTION

TRACT NO. 1

A tract of land in the Ninth Civil District of Davidson County, Tennessee, that is more fully described as follows:

Beginning at an iron pin by Turner Engineering Company, Inc., in the southwest corner of the herein described tract and in the northerly margin of a frontage road (George E. Horn Road), said iron pin being 220 feet northerly of and opposite a point in the centerline of Interstate Highway 40, that is 2494.99 feet north 60 deg. 01' 54" East of the centerline intersection of Interstate Highway 40 and U.S. Highway 70-S and proceeding as follows: Leaving the northerly margin of the frontage road (George E. Horn Road), North 6 deg. 05' 26" East a distance of 1211.88 feet to a corner stone; thence North 23 deg. 33' 04" West a distance of 2182.82 feet to a Hickory tree; thence North 63 deg. 33' 39" West a distance of 1421.60 feet to a 30 inch dead tree in a fence corner; North 28 deg. 26' 21" East a distance of 66.00 feet to an iron pin by Turner Engineering Company, Inc.; thence South 73 deg. 37' 11" East a distance of 468.79 feet to an iron pin by Turner Engineering Company, Inc., in a stone pile; thence South 77 deg. 32' 37" East a distance of 710.42 feet to a pipe in a tree trunk; thence South 74 deg. 37' 51" East a distance of 630.04 feet to an iron pin by Turner Engineering Company, Inc.; thence North 83 deg. 21' 33" East a distance of 528.00 feet to a 1 inch steel rod; thence South 21 deg. 48' 15" East a distance of 1882.70 feet to an iron pin by Turner Engineering Company, Inc.; thence South 5 deg. 05' 56" West a distance of 197.98 feet to a 15 inch dead tree; thence South 85 deg. 26' 38" East a distance of 98.62 feet to an iron pin by Turner Engineering Company, Inc.; thence South 22 deg. 05' 11" East a distance 815.77 feet to an iron pin, by Turner Engineering Company, Inc., in the Southeast corner of the herein described tract and the northerly margin of a frontage road (George E. Horn Road); thence with the northerly margin of the frontage road with a 4554.65 foot radius curve to the right a distance of 173.24 feet to a concrete marker (Tennessee Highway Department); thence continuing South 60 deg. 01' 54" West a distance of 1418.10 feet to the point of beginning and containing 87.595 acres, more or less, as per survey by Turner Engineering Company, dated February 22, 1972.

Being the same property conveyed to I. R. Schulman, Trustee, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary, by deed from Annie Frost Horn, a widow, of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee.

Included in the above described acreage but excluded from this conveyance is that certain subdivision named Dunaway Woods, Section One, containing 46.097 acres, a plat of which is of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

TRACT No. 2

Tracts of land in the Ninth Civil District of Davidson County, Tennessee, that are more fully described as follows:

Lots Nos. 3, 4, 5, 22, 23 and 24 as shown on the Plat of Dunaway Woods, Section One, of record in Book 5200, page 132, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to I. R. Schulman, Trustee, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary by deed from Annie Frost Horn, a widow, of record in Book 4589, page 108, Register's Office for Davidson County, Tennessee.

AFFIDAVIT

BOOK 9571 PG 863

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

John A. Gupton, III, being first duly sworn on his oath states that he is a person of lawful age; that he is and has been for 49 years last past a resident of Davidson County, State of Tennessee and further deposes and states;

John A. Gupton, III in the Power of Attorney of record in Book 9533, page 642, Register's Office for Davidson County, Tennessee and John A. Gupton who executed the foregoing Successor Trustee's Deed as attorney-in-fact are one and the same person.

AND THAT Bobette K. Schulman who executed the above identified Power of Attorney and Bobette Schulman, bargainor in the foregoing Successor Trustee's Deed are one and the same person.

JOHN A. GUPTON, III

Subscribed and sworn to before me this 13th day of January, 1995.

Notary Public

My Commission Expires:
11-28-98

KAY E. FARMER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

N JAG87521 V1

EXHIBIT "E"

THIS INSTRUMENT PREPARED BY:
Baker, Donelson, Bearman & Caldwell (JAC
1700 Nashville City Center
511 Union St.
Nashville, TN 37219

POWER OF ATTORNEY

BOOK 9533 PG 642

KNOW ALL MEN BY THESE PRESENTS: That I, BOBETTE K. SCHULMAN, of Nashville, Davidson County, Tennessee, hereby make, constitute and appoint JOHN A. GUPTON, III, of Nashville, Davidson County, Tennessee, or my son, RICHARD EMANUEL ARVEY, of Seattle, Washington, my true and lawful attorney in fact for me and in my name, place and stead, giving unto said John A. Gupton, III and Richard Emanuel Arvey full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to carry out the purposes for which this power is granted with full power of substitution and revocation hereby ratifying and affirming that which they shall do or cause to be done by them lawfully designated by the virtue of the power herein conferred upon them. Furthermore, this power of attorney shall not be affected by subsequent disability or incapacity of the principal. This power ends when revoked or at the death of principal.

BOOK 9571 PG 864

This power of appointment is executed in duplicate originals, with one original delivered to John A. Gupton, III and one original delivered to Richard Emanuel Arvey.

Executed at Nashville, Tennessee, this 23rd day of September, 1985.

Bobette K. Schulman
BOBETTE K. SCHULMAN

13195
IDENTIF. & REFERENCE

94 DEC -1 AM 9:32
REGISTER
DAVIDSON CO. TN.

PICK-UP

8653 12/01 0101 03CHECK 8.00

BOOK 9533PG643

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 23rd day of September, 1985, before me personally appeared Bobette K. Schulman to me 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 she executed the same as her free act and deed.

Notary Public

Commission Expires:
5-13-89

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