This instrument prepared by:

ROBERT C. GOODRICH, JR.
Farris, Warfield & Kanaday
19th Floor, SunTrust Center
Nashville, Tennessee 37219

BOOK 10084 PG 410

Address New Owner as Follows:	Send Tax Bills To:	Map and Parcel No.:
YORK CONSTRUCTION, LLC 710 WASHINGTON DRIVE LEBANON, TN 37087	SAME	108-12-66.00 3D-89300 (Lot 44); 108-12-67.00 3D-89301 (Lot 45)

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 29th day of March, 1996, by Robert C. Goodrich, Jr. (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust dated March 20, 1990, of record in Book 8068, page 668, Register's Office for Davidson County, Tennessee (the deed of trust is herein referred to as the "Deed of Trust"), Elm Hill Builders, Inc., Eugene P. Davis, and Louise Davis conveyed to Mark E. Morrison, Trustee, the hereinafter described real estate, to secure payment to SunTrust Bank, Nashville, N.A., formerly Third National Bank in Nashville (herein "SunTrust") of certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the Indebtedness secured by the Deed of Trust declared the Deed of Trust to be in default, and notice was given of such default in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Indebtedness, SunTrust, appointed Robert C. Goodrich, Jr. to serve as Successor Trustee in place of Mark E. Morrison in accordance with the terms of the Deed of Trust by an instrument of record in Book 9953, page 953, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, SunTrust, directed the Successor Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in The Nashville Record that the property would be sold at 10:45 a.m. on March 23, 1996, at the main door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on February 29, 1996, March 7, 1996, and March 14, 1996, and sent a copy of such notice to Elm Hill Builders, Inc., Eugene P. Davis, Louise Davis, and the United States of America, and following such notice the default was not cured; and

WHEREAS, as required by law, due notice of such sale was given to the District Director of the Internal Revenue Service by letter dated February 21, 1996, a copy of which is attached hereto as part of Exhibit A, who had filed a federal tax lien on said property, and the District Director of the Internal Revenue Service responded by letter dated February 28, 1996, a copy of which is attached hereto as part of Exhibit B; and

WHEREAS, as required by law, due notice of such sale was given to the State of Tennessee Department of Revenue by letter dated February 21, 1996, a copy of which is attached hereto as part of Exhibit A, which had filed a state tax lien on said property, and

the Tennessee Department of Revenue responded by letter dated March 7, 1996, a copy of which is attached hereto as part of Exhibit B; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the property for sale, and after opening the floor for competitive bids, sold said property to YORK CONSTRUCTION, LLC at the price of Thirty-Five Thousand Dollars and no/100 ($35,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Robert C. Goodrich, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of Thirty-Five Thousand Dollars ($35,000), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto YORK CONSTRUCTION, LLC, its successors and assigns (collectively, the "Grantee") all of my right, title and interest in and to the following described real estate, free from the equity of redemption, homestead, dower, the statutory right of redemption, and all other exemptions of every kind, which are expressly waived in the Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being a portion of the property conveyed to Eugene P. Davis by deed of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee, and being a portion of the property conveyed to Elm Hill Builders, Inc. by deed of record in Book 5925, page 964, said Register's Office.
>
> This is unimproved property.

BOOK 10084 PG 411

The street address of the property is 1205 Timber Valley Drive, Nashville Tennessee 37214 (Lot 44), and 1209 Timber Valley Drive, Nashville, Tennessee 37214 (Lot 45).

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, free of the equity of redemption, homestead, dower, the statutory right of redemption, and all other exemptions of every kind, which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS, WHERE IS condition, and without representation or warranty from Successor Trustee or SunTrust as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Purchaser agrees to indemnify and hold the Seller and SunTrust harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(2) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited to matters on the Plan of record in Book 5800, page 245, said Register's Office.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(7) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

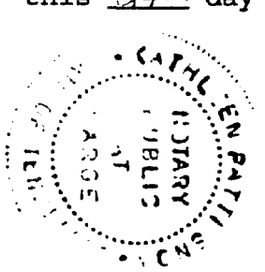
WITNESS the signature of the Successor Trustee on this the day and date first above written.

Robert C. Goodrich, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathleen Patti Snow, a Notary Public of the State and County aforesaid, personally appeared ROBERT C. GOODRICH, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Substitute Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of March, 1996.



Kathleen Patti Snow
Notary Public

My commission expires: 5-23-98

BK/10084PG413

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Thirty-Five Thousand Dollars and no/100 ($35,000.00).

Affiant

Subscribed and sworn to before me this 29th day of March, 1996.

Notary Public

My commission expires: 5-23-98

FARRIS, WARFIELD & KANADAY
ATTORNEYS AT LAW
SUNTRUST CENTER
424 CHURCH STREET, SUITE 1900
NASHVILLE, TENNESSEE 37219-2387

ROBERT C. GOODRICH, JR.
(615) 782-2231

TELEPHONE (615) 244-5200
FAX (615) 726-3185

BOOK 10084 PG 414

February 21, 1996

VIA HAND DELIVERY

District Director
INTERNAL REVENUE SERVICE
801 Broadway
Nashville, Tennessee 37203

Attention: Chief, Special Procedures

Re: SunTrust Bank, Nashville, N.A./Elm Hill Builders, Inc.
Section 7425, Notice of Sale

Dear District Director:

This firm represents SunTrust Bank, Nashville, N.A., formerly Third National Bank in Nashville (herein the "Bank"), which is the holder of a promissory note (herein the "Note") payable by Eugene P. Davis, which is secured under a Deed of Trust dated March 20, 1990, of record in Book 8068, Page 668, Register's Office for Davidson County, Tennessee (the deed of trust is herein referred to as the "Deed of Trust"). A copy of the Deed of Trust is attached hereto as Exhibit 1.

The Note is past due and payable. Demand for payment of all amounts outstanding under the Note has been made, but such demand has not been honored. The Bank has instructed me as Successor Trustee under the Deed of Trust to foreclose on the property encumbered thereby. Enclosed as Exhibit 2 you will find a copy of the Notice of Foreclosure to be published in a newspaper of general circulation in Davidson County, Tennessee.

We are submitting this notice to you pursuant to Section 7425 of the Internal Revenue Code of 1986, as amended:

1. This Notice is submitted by Farris, Warfield & Kanaday, Nineteenth Floor, SunTrust Center, 424 Church Street, Nashville, Tennessee 37219, on behalf of the Bank.

2. It is our understanding that the Internal Revenue Service filed a Notice of Federal Tax Lien against Elm Hill Builders, Inc., of record in Book 8323, page 875, Register's Office for Davidson County, Tennessee, Identifying Number 62-1156452. A copy of said notice is attached hereto as Exhibit 3.

EXHIBIT

BOOK 10084 PG 415

3. As Successor Trustee under the Deed of Trust, I will foreclose on the property subject thereto at 10:45 a.m. on March 23, 1996, at the main door of the Davidson County Courthouse. An auctioneer will be on the property and will telephone bids from the site.

4. Attached hereto as Exhibit 4 is a copy of a title opinion letter dated January 12, 1996, from Farris, Warfield & Kanaday to the Bank, indicating the results of our title search on the property to be foreclosed upon (including copies of federal tax lien, state tax lien, and Agreed Order). We do not verify that opinion and merely provide it to you with no representations or warranties.

5. The indebtedness on the Note totals Fifty-Four Thousand Twenty-Seven and 75/100 Dollars ($54,027.75) as of today (Principal: $40,580.57; Interest: $13,447.18), with interest accruing at the rate of $10.56 per day, exclusive of costs and expenses of sale, which will be added to the debt. The costs will include an auctioneer's fee, an attorney's fee and costs of publication of the notice of foreclosure and advertising. We estimate that costs will be $7,000.00.

Please accept this letter as the twenty-five (25) day notice required under Section 7425 of the Internal Revenue Code of 1986, as amended, which notice must be given to the Secretary of the Treasury or his delegate. Please advise me immediately of any deficiency in this notice.

Yours truly,

FARRIS, WARFIELD & KANADAY

Robert C. Goodrich, Jr.

ps
Attachments
Copy: Gil Stinson

PERSONAL SERVICE ACCEPTED BY:

[Print Name]

Date: 2/21/96

207416.1 2/21/96

BOOK 10084 PG 416

Maximum principal indebtedness for Tennessee recording tax purposes is $ 35,000.00

This Instrument prepared by:
Mark E. Morrison, Esquire
223 Union Street
Nashville, TN 37201

For and in Consideration of One Dollar in hand paid, the receipt of which is acknowledged, and the other consideration hereinafter mentioned, ELM HILL BUILDERS, INC., a Tennessee corporation and EUGENE P. DAVIS, Individually (Grantor) have this day bargained and sold, and do hereby transfer and convey, to _____ Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

BOOK 8068 PAGE 568

12261

IDENTIF. REFERENCE

MAR 20 3 33 PM '90

DAVIDSON COUNTY TN.

To Have and to Hold said property to the said Mark E. Morrison Trustee, and his successors in trust, forever. Grantor covenant that Grantor is lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered except as shown on the Grantor further covenant said title and representation, to its successors and defend the title to said property to the said Mark E. Morrison Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to-wit:

To secure all obligations owed by Elm Hill Builders, Inc., a Tennessee corporation, to Third National Bank in Nashville as set out in a certain guaranty agreement of even date herewith executed by Elm Hill Builders, Inc., a Tennessee corporation to Third National Bank in Nashville according to the terms and conditions contained therein along with all sums owed by Eugene P. Davis to Third National Bank in Nashville including but not limited to a Deed of Trust Note in the amount of Thirty-five Thousand and No/100 ($35,000.00) Dollars.

Now if Grantor shall pay the sum ____ aforesaid according to the terms of said note ____ then this instrument is to be of no further force or effect. But if Grantor fail to pay the said sum ____ of money when due as aforesaid, or any part of said sum ____ accruing in the time above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by three publications in a newspaper of general circulation in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. Grantor covenant the Trustee may, at any time after default in payment of principal or interest as such falls due respectively, enter and take possession of said property, and shall only account for net rents received by him, including but not limited to the statutory right of redemption set out in TCA 66-8-101.

And Grantor agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ equal to the sum herein secured in full paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. Grantor agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments, and to pay them when due; and in case Grantor fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Exhibit "B" attached hereto and incorporated herein by reference.

EXHIBIT 1

RECORDERS MEMO
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BOOK 10084 PG 417

BOOK 8068 PAGE 669

Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to Grantor or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trusts may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title hereby conveyed to Mark F. Harrison Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Grantor and all persons holding under Grantor shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 20th day of March 19 90

*Louise Davis, wife of Eugene F. Davis, joins herein for the purpose of conveying to the Trustee and relinquishing any marital interest, whether by way of widow's elective share, homestead or otherwise, which she may now or hereinafter have in the Property.

FLM HILL BUILDERS, INC., a Tennessee corporation

By: Eugene P. Davis, President

Eugene P. Davis, Individually

LOUISE DAVIS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned a Notary Public in and for said County and State, the within named EUGENE P. DAVIS & LOUISE DAVIS

the bargainer S 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 20th day of March 19 90.

Michele Hedges Notary Public

Commission Expires 5-20-92

STATE OF TENNESSEE
DAVIDSON County

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Eugene P. Davis and with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the Flm Hill Builders, Inc. the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Eugene P. Davis as such President.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 20th day of March 19 90.

Michele Hedges Notary Public

My commission expires 5-20-92

DEED OF TRUST

FROM

TO

RECORDERS MEMO
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EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a portion of the property conveyed to Eugene P. Davis, by deed of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee and being a portion of the property conveyed to Elm Hill Builders, Inc. by deed of record in Book 5925, page 964, said Register's Office.

tnbclse\elmhill.exa

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EXHIBIT "B"

1. Current year real property taxes.

2. All items shown on the plat of record in Book 5800, page 245, said Register's Office.

tnbclse
elmhill.exb

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NOTICE OF FORECLOSURE

WHEREAS, ELM HILL BUILDERS, INC., EUGENE P. DAVIS and LOUISE DAVIS, by a Deed of Trust dated March 20, 1990, of record in Book 8068, page 668, Register's Office for Davidson County, Tennessee, conveyed to Mark E. Morrison, Trustee, the hereinafter described property to secure the payment of a Promissory Note and other indebtedness described in said Deed of Trust, which indebtedness is presently held and owned by SunTrust Bank, Nashville, N.A. ("SunTrust"); and

WHEREAS, demand has been made for the payment of the aforesaid indebtedness secured by the above-described Deed of Trust, which indebtedness is in default; and

WHEREAS, SunTrust, the owner and holder of said indebtedness, has demanded that the property be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms of said Note and of the Deed of Trust; and

WHEREAS, the undersigned, Robert C. Goodrich, Jr., has been duly appointed as Successor Trustee in the place and stead of Mark E. Morrison, Trustee, said appointment being set forth in Book _____, page _____, Register's Office for Davidson County, Tennessee; and

WHEREAS, a Notice of Federal Tax Lien dated March 27, 1991, was filed of record in Book 8323, Page 875, Register's Office for Davidson County, Tennessee, which shows the taxpayer as being Elm Hill Builders, Inc. and shows total taxes in the amount of Five Thousand Three Hundred Twelve and 25/100 Dollars ($5,312.25); and

WHEREAS, by letter dated February 21, 1996, and hand delivered on that same day, the notice required by 26 U.S.C. § 7425(b) was given to the Internal Revenue Service; and

WHEREAS, a Notice of State Tax Lien dated October 19, 1989, was filed of record in Book 7966, Page 462, Register's Office for Davidson County, Tennessee, which shows the taxpayer as being Elm Hill Builders, Inc., with the amount of taxes not being stated; and

EXHIB

WHEREAS, by letter dated February 21, 1996, and hand delivered on that same day, the notice required by T.C.A. § 67-1-1433(b)(1) was given to the Tennessee Commissioner of Revenue;

NOW, THEREFORE, notice is hereby given that I, Robert C. Goodrich, Jr., Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the above-described Deed of Trust, will on March 23, 1996, at 10:45 a.m. at the Main door of the Davidson County Courthouse, in Nashville, Tennessee, offer for sale to the highest and best bidder for cash, and free from the equity of redemption, homestead, dower, the statutory right of redemption, and all other exemptions of every kind, which are expressly waived in the Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being a portion of the property conveyed to Eugene P. Davis by deed of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee, and being a portion of the property conveyed to Elm Hill Builders, Inc. by deed of record in Book 5925, page 964, said Register's Office.

An auctioneer will be at the site of the property on the day of foreclosure and will communicate bids to the Successor Trustee at the courthouse from the site by telephone.

The street address of the property is 1205 Timber Valley Drive, Nashville Tennessee 37214 (Lot 44), and 1209 Timber Valley Drive, Nashville, Tennessee 37214 (Lot 45).

Said sale will be subject to any and all unpaid property taxes that may be a lien against the property and subject to any and all other liens which take priority over the Deed of Trust upon which this foreclosure sale is had. Said sale will also be subject to any prior easements, restrictions, buildings lines, and recorded plans and subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, including the right of the Internal Revenue Service to redeem the property as provided in 26 U.S.C.

§ 7425(d)(1) and the right of the State of Tennessee to redeem the property under T.C.A. § 67-1-1433(b)(1).

The property is to be sold "AS IS, WHERE IS," without representation or warranty of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Interested Parties:

Internal Revenue Service

State of Tennessee Commissioner of Revenue

United States of America, judgment holder of record in Book 8374, page 500, Register's Office for Davidson County, Tennessee

This _____ day of February, 1996.

ROBERT C. GOODRICH, JR.
Successor Trustee

FARRIS, WARFIELD & KANADAY
SunTrust Center, Nineteenth Floor
424 Church Street
Nashville, Tennessee 37219

Insertion Dates:

FEBRUARY 29, 1996

MARCH 7, 1996

MARCH 14, 1996

BK 832

OFF REC

BOOK 10084 PG 423

Form 668 (Y)
(Rev. January 1991)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Under Internal Revenue Laws

District	Serial Number	For Optional Use by Recording Office
Nashville, [illegible]	629149824	BOOK 8323 PAGE 875

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

APR 4 8 57 AM '91

IDENTIF. REFERENCE 04113

Name of Taxpayer ELM HILL BUILDERS INC , a Corporation

Residence [illegible] TIMBER VALLEY DR
NASHVILLE, TN 37214-4244

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
541	12/31/8c	62-1156452	01/30/89	03/01/99	2526.15
951	09/30/88	62-1156452	11/28/88	12/28/98	895.58
941	12/31/88	62-1156452	03/13/89	04/12/99	864.69
541	06/30/89	62-1156452	09/11/89	10/11/99	926.83

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37219

Total $ 5213.25

This notice was prepared and signed at Nashville, TN, on this,

the [illegible] day of March, 1991

Signature: for [illegible]

Title: (615) 736-5934
62-01-6000

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Form 668 (Y) (Rev. 1-91)

Part 1 - Kept By Recording Office

EXH

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BK 8323

OFF REC

BOOK 10084 PG 424

BOOK 8323 PAGE 876

Notice of Tax Lien

United States
vs.

No. _____

Filed this _____ day of _____, 19 ____, at _____ m.

_____
Clerk (or Registrar).

Excerpts From Internal Revenue Code

Sec. 6321. Lien For Taxes

Sec. 6322. Period Of Lien.

Sec. 6323. Validity and Priority Against Certain Persons.

(a) Purchaser's, Holders Of Security Interests, Mechanic's Lienors, And Judgment Lien Creditors.—

(f) Place For Filing Notice; Form.—

(1) Place For Filing.—

(A) Real Property.—

(B) Personal Property.—

(2) Form.—

(b) Protection For Certain Interests Even Though Notice Of Lien Filed.—

(1) Securities.

(2) Motor vehicles.

(3) Personal property purchased at retail.

(4) Personal property purchased at casual sale.

(5) Personal property sold subject to mechanic's lien.

(6) Real property tax and special assessment liens.

(7) Residential property subject to a mechanic's lien for certain repairs and improvements.

(8) Attorney's liens.

(9) Certain insurance contracts.

(10) Possessory liens.

(c) Refiling Of Notice.—

(1) General Rule.—

(2) Place For Filing.—

(3) Required Refiling Period.—

Sec. 6325. Release Of Lien Or Discharge Of Property.

(a) Release Of Lien.—

(1) Liability Satisfied or Unenforceable.—

(2) Bond Accepted.—

Sec. 6103. Confidentiality and Disclosure of Returns and Return Information.

(a) Disclosure of Certain Returns and Return Information For Tax Administration Purposes.—

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

FARRIS, WARFIELD & KANADAY
ATTORNEYS AT LAW
SUNTRUST CENTER
424 CHURCH STREET, SUITE 1900
NASHVILLE, TENNESSEE 37219-2387

TELEPHONE (615) 244-5200
FAX (615) 726-3185

JULIAN L. BIBB
Writer's Direct Dial
(615) 782-2227

BOOK 10084 PG 425

January 12, 1996

SunTrust Bank, Nashville, N.A.
Nashville, Tennessee 37219

Re: Eugene P. Davis - Title Opinion Letter

Dear Sir or Madam:

The undersigned certifies that this firm examined the title to the land hereinafter described upon the public records and property indices of the county wherein the land lies and upon prior abstracts and/or guaranties available to us as listed below, and based upon such examination, it is our opinion that as of January 5, 1996, at 8:00 o'clock a.m., title to the land hereinafter described was vested in Eugene P. Davis, by quitclaim deed from Jerry Butler, recorded September 1, 1987 in Book 7340, page 897, Register's Office for Davidson County, Tennessee, subject to the following encumbrances:

1. Metro Taxes for 1996, a lien not yet due and payable;

(a) Lot 44 108-12-66.00 3D-89300
1995 in the amount of $137.38, Due
1994 base amount $137.38; $160.05, Due by 1/31/96
1993 base amount $137.38; $224.52, Due by 1/31/96
1992 base amount $118.30; $218.24, Due by 1/31/96
1991 base amount $118.30; $239.53, Due by 1/31/96
1990 base amount $118.30; $260.83, Due by 1/31/96

TOTAL $1103.17
Costs 16.00
$1119.17

(b) Lot 45 108-12-67.00 3D-89301
1995 taxes in the amount of $137.38, Due
1994 base amount $137.38; $160.05, Due by 1/31/96
1993 base amount $137.38; $224.52, Due by 1/31/96
1992 base amount $118.30; $218.24, Due by 1/31/96

EXHIBIT A

1991 base amount $118.30; $239.53, Due by 1/31/96
1990 base amount $118.30; $260.83, Due by 1/31/96

TOTAL $1103.17
Costs 103.00
$1206.17

2. Deed of Trust executed by Elm Hill Builders, Inc., a Tennessee corporation and Eugene P. Davis, individually to Mark E. Morrison, Trustee, of record in Book 8068, page 668, dated March 20, 1990, recorded March 20, 1990, said Register's Office, to secure payment to Third National Bank in Nashville of indebtedness in the original principal amount of $35,000.00 and any other sums which may be and/or become payable under the terms thereof including, but not limited to principal, interest, and service fee. See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debts secured thereby.

3. All matters on the Plan of record in Book 5800, page 245, said Register's Office.

4. Notice of Federal Tax Lien against Elm Hill Builders, Inc. in Book 8323, page 875, said Register's Office and in the amount of $5213.25.

5. Notice of State Tax Lien against Elm Hill Builders, Inc. in Book 7966, page 462, said Register's Office.

6. Eugene Perry Davis has filed Bankruptcy under Bk. No. 92-07322 (SSN [redacted]2518).

7. Elm Hill Builders has filed Bankruptcy under Bk. No. 92-10268.

8. Agreed Order in the United States of America v. Eugene P. Davis of record in Book 8374, page 500 Register's Office for Davidson County, Tennessee.

DESCRIPTION

Land in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800,

page 245, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Eugene P. Davis by quitclaim deed from Jerry Butler, of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee.

This title report does not make any representation with regard to (a) rights or claims of any parties in possession; (b) deficiencies in area, quantity or description of land; (c) boundary line disputes, encroachments and location of improvements; (d) roadways and rights of way abutting, across or upon the herein described property; (e) any easements or claims of easements not shown by the public records; (f) any unrecorded liens including, without limitation, mechanic's and materialmen's liens and environmental super liens; (g) accuracy of the index books of said Register's Office; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) rights or claims of any undisclosed heirs in the property; (j) any fraud, forgery or other impropriety with respect to any of the documents in the chain of title; (k) mental competence of any party in the chain of title; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to the execution and/or delivery of any deed or other document relating to title; (n) marital rights (including, without limitation, dower, curtesy and homestead or other common law or statutory marital rights) of any spouse who did not join in conveyances in the chain of title; (o) the rights of any minor who has executed a document in the chain of title; (p) lack of corporate authority or capacity in the event a corporation has executed a document in the chain of title.

The items listed in the foregoing paragraph are matters which would not be revealed by an examination of the records of said Register's Office and, therefore, matters in which we have no means of securing the necessary information upon which to render an opinion. You may obtain some assurance with respect to the matters under (a), (b), (c), (d), and (e), by obtaining an accurate survey by a qualified licensed surveyor. The remaining items listed under (f) through (p), may be insured against by the utilization of title insurance, and should you desire more information in that regard, we would be pleased to discuss same with you and our position, if you desire, to arrange for title insurance to be secured.

In preparing this letter, we have relied with your consent upon the title insurance commitment/policy shown at the foot of this letter as correctly showing the state of the title to the property as of the date of such title insurance commitment/policy. We have not made any search of the records prior to such date and make no representations as to the accuracy of such title insurance commitment/policy.

It is expressly understood that in requesting this limited report, the addressee agrees that this opinion is for the use of the addressee only. In accepting and relying on this report rather than obtaining title insurance, the addressee acknowledges that it has paid the undersigned a nominal fee which does not compensate the undersigned for this report at the rates which the undersigned normally charges for such reports. Accordingly, the addressee agrees that the liability of Farris, Warfield & Kanaday shall not exceed the amount of the fee paid for this information. No opinion is expressed as to the validity, legal effect, enforceability or priority of any matter herein shown.

Very truly yours,

FARRIS, WARFIELD & KANADAY

Julian L. Bibb

Julian L. Bibb

Lawyers Title Insurance/hj
Policy 112-00-277959

BK 832

OFF REC

BOOK 10084 PG 429

Form 668 (Y) (Rev. January 1991)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Under Internal Revenue Laws

District	Serial Number	For Optional Use by Recording Office
Nashville, TN	429149834	BOOK 8323 PAGE 875

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

AM 8 0 57 AM '91

IDENTIF. TI REFERENCE

04113

Name of Taxpayer ELM HILL BUILDERS INC , a Corporation

Residence 1221 TIMBER VALLEY DR
NASHVILLE, TN 37214-4244

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	12/31/88	62-1156452	01/30/89	03/01/99	2536.15
941	09/30/88	62-1156452	11/28/88	12/28/98	885.56
941	12/31/88	62-1156452	03/13/89	04/12/99	864.69
941	06/30/89	62-1156452	09/11/89	10/11/99	926.83
				Total	$ 5213.25

Place of Filing
Register of Deeds
Davidson County
Nashville, TN 37219

This notice was prepared and signed at Nashville, TN, on this, the 8th day of March, 1991

Signature [signature] Title Revenue Officer

Telephone 736-5934
62-01-6000

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Form 668 (Y) (Rev. 9-91)

For Paragraph B, Recording Office

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BK 8323

OFF REC

BOOK 10084 PG 430

BOOK 8323 PAGE 876

No. _____

United States

vs.

Notice of Tax Lien

Filed this _____ day of _____, 19 ____, at _____ m.

_____
Clerk (or Register).

Excerpts From Internal Revenue Code

Sec. 6321. Lien For Taxes

Sec. 6322. Period Of Lien.

Sec. 6323. Validity and Priority Against Certain Persons

(a) Purchaser's, Holders Of Security Interests, Mechanic's Lienors, And Judgment Lien Creditors.—

(f) Place For Filing Notice; Form.—

Note: See section 6323(b) for protection for certain interests even though notice of lien imposed by section 6321 is filed with respect to.

(g) Refiling Of Notice.—

(i) General Rule.—

(ii) Place For Filing.—

(i) Required Refiling Period.—

Sec. 6325. Release Of Lien C Discharge Of Propert

(a) Release Of Lien.—

Sec. 6103. Confidentiality an Disclosure of Returns and Retur Information

(a) Disclosure of Certain Returns and Return Information For Tax Administration Purposes.—

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BOOK 10084 PG 431

OFF REC

Tax Enforcement Division
Nashville, TN 37242-0002
615/741-7971

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
ELM HILL BUILDERS INC	2-621156452-000-3
Residence or Place of Business 1206 TIMBER VALLEY DRIVE NASHVILLE, TN 37214	Previous DLN of Form 89-3151-01887
County DAVIDSON	County Code 19 LIEN I.D. 89292028

Witness my hand at Nashville, Tennessee, on the 19 day of OCTOBER, 19 89.

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

COMMISSIONER OF REVENUE 0217 10/24 0101 03CHECK 6-00

BY: _____
DELEGATE OF COMMISSIONER

"FOR REGISTER USE ONLY-PRINT OR STAMP"

BOOK NO.	PAGE NO.	DATE	TIME
BOOK 7966	PAGE 462	RECORDED 89 NOV 9 AM 8:36 DAVIDSON COUNTY, TENNESSEE	7 9 1 1

REGISTER BY:

RV-1307 (REV. 8-88) 00-010-0000

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0319

BOOK 10084 PG 432

OP LTR
Both

BOOK 8374 PAGE 509

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

RECEIVED
OCT 23 1990

UNITED STATES OF AMERICA,

Plaintiff,

vs.

EUGENE P. DAVIS,

Defendant.

CIVIL ACTION NO.
3 88 0695
JUDGE NIXON

AGREED ORDER

It appearing that the parties to this cause of action have reached an agreement as to the following:

1. The Defendant, Eugene P. Davis, is indebted to the Department of Housing and Urban Development in the amount of $117,873.17, plus interest at the legal rate from August 18, 1988, as a result of certain loan defaults, more fully set out in the Complaint.

2. The Defendant agrees that judgment be entered against him in this case for the amount stated in paragraph 1 of this Agreed Order, plus interest thereafter at the legal rate.

3. The Plaintiff and Defendant have agreed to a compromise settlement based upon a payment of certain monies by a certain time. The Defendant agrees to pay the sum of either $25,000.00 not later than December 1, 1990, or the sum of $27,500.00 not later than January 1, 1991. Payment by the Defendant in the amount and by the time as reflected in this paragraph shall constitute full and final satisfaction of all monies owed by the Defendant to the Plaintiff. Said monies shall be payable at the U. S. Attorney's Office for the Middle District of Tennessee.

4. The Plaintiff further agrees that it has reviewed and approved the Release sent to it by cover letter of September 24, 1990, from counsel for the Defendant. This Release pertains to potential liabilities of the Defendant to the Plaintiff

This document was entered on the docket o

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BK 8374

OFF REC

on properties other than those listed in the Complaint. Upon notification that the Defendant has paid to the Plaintiff the monies as reflected in this Order, the Plaintiff agrees to execute the Release by the appropriate representative of the Plaintiff within fifteen (15) days of notification of said payment.

5. If the Defendant fails to make the payment he selects, in the amount and in the time frame as set out in this Order, and if after thirty (30) days from receipt of written notice that said monies have not been paid (said written notice to be sent to the Defendant at Route 1, Box 215, Nolensville, TN 37135, with a copy to his attorney, Thomas V. White, at 21st Floor, First American Center, Nashville, TN 37238) and said non-payment is not cured, then judgment shall be final against the Defendant in the amount of $117,873.17 plus interest at the legal rate from August 18, 1988, and execution may issue for this entire sum at the expiration of the thirty day period.

The above is, therefore, ORDERED, ADJUDGED AND DECREED, this 22nd day of October, 1990.

DISTRICT COURT JUDGE

I hereby attest and certify on 4-6-91 that the foregoing document is a full true and correct copy of the original on file in my office.
U.S. DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
By: Deputy Clerk

Approved for Entry:

JOE B. BROWN
United States Attorney for the
Middle District of Tennessee
Attorney for the Plaintiff

By: Robert C. Watson
ROBERT C. WATSON
Assistant United States Attorney
879 U. S. Courthouse
Nashville, TN 37203

DATE: 10-22-90

Thomas V White
THOMAS V. WHITE
Attorney for the Defendant,
Eugene P. Davis
21st Floor
First American Center
Nashville, TN 37238

DATE: 10-19-90

JUDGMENT AMOUNT $142,344.68 — 4-19-91
COURT COSTS
TOTAL DUE $142,344.68

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Internal Revenue Service

District
Director

Department of Treasury

710 Locust Street, Rm 400
Knoxville, TN 37902

Person to Contact:
Ralph Wagner
Telephone Number:
(423) 545-4424
Refer Reply to:
62-1156452
Date:
February 28, 1996

Robert C. Goodrich, Jr.
Farris, Warfield & Kanaday
424 Church Street, Suite 1900
Nashville, TN 37219

10084 PG 434

Re: Notice of Nonjudicial Sale

Taxpayer: Elm Hill Builders, Inc.
Property: 1205/1209 Timber Valley Drive, Nashville, TN 37214

Dear Mr. Goodrich:

This is to acknowledge receipt of your correspondence dated 02/21/96, regarding the above named taxpayer. Your notice is considered adequate for a nonjudicial sale under the provisions of Section 7425(c) of the Internal Revenue Code of 1986.

If the property is sold for more than the total due on the foreclosing instrument, any excess proceeds are subject to the lien(s) of the Internal Revenue Service. Send excess proceeds to the address shown in the heading of this letter.

The Internal Revenue Service reserves its right to redeem real property. If you desire to submit an application for release of our right of redemption, you may request a copy of Publication 487 from your local office or this office. A payment may be required to secure a release.

We are enclosing a blank "Report Of Sale". Within fifteen (15) days from the day of sale, please complete the report and return it to us. If the sale is cancelled, please provide a brief explanation as to the reason.

Thank you for your cooperation.

Sincerely,

Ralph Wagner
Advisor/Reviewer

Enclosure

BOOK 10084 PG 435

REPORT OF SALE

Taxpayer: Elm Hill Builders, Inc.
Property: 1205/1209 Timber Valley Drive, Nashville, TN 37214

Date Sale Held:_____ Sale Price:_____

Purchaser's Name and Address:_____

_____

_____

Payoff Amount of Foreclosing Instrument:_____

Detail Expenses Charged to the Sale:_____

_____

Will You Seek a Deficiency Judgement? YES NO

Amount of Judgement Obtainable:_____

Judgement Recording Place:_____

_____

Volume:_____ Page:_____

_____ _____
Date Signature

FARRIS, WARFIELD & KANADAY
ATTORNEYS AT LAW
SUNTRUST CENTER
424 CHURCH STREET, SUITE 1900
NASHVILLE, TENNESSEE 37219-2387

ROBERT C. GOODRICH, JR.
(615) 782-2231

TELEPHONE (615) 244-5200
FAX (615) 726-3185

February 21, 1996

BOOK 10084 PG 436

VIA HAND DELIVERY

Commissioner of Revenue
STATE OF TENNESSEE
Post Office Box 3287, Uptown Station
Nashville, Tennessee 37219

Attention: Director, Tax Enforcement

Re: SunTrust Bank, Nashville, N.A./Elm Hill Builders, Inc.
T.C.A. § 67-1433(b) Notice of Sale

Dear Director:

This firm represents SunTrust Bank, Nashville, N.A., formerly Third National Bank in Nashville (herein the "Bank"), which is the holder of a promissory note (herein the "Note") payable by Eugene P. Davis, which is secured under a Deed of Trust dated March 20, 1990, of record in Book 8068, Page 668, Register's Office for Davidson County, Tennessee (the deed of trust is herein referred to as the "Deed of Trust"). A copy of the Deed of Trust is attached hereto as Exhibit 1.

The Note is past due and payable. Demand for payment of all amounts outstanding under the Note has been made, but such demand has not been honored. The Bank has instructed me as Successor Trustee under the Deed of Trust to foreclose on the property encumbered thereby. Enclosed as Exhibit 2 you will find a copy of the Notice of Foreclosure to be published in a newspaper of general circulation in Davidson County, Tennessee.

We are submitting this notice to you pursuant to T.C.A. § 67-1433(b):

1. This Notice is submitted by Farris, Warfield & Kanaday, Nineteenth Floor, SunTrust Center, 424 Church Street, Nashville, Tennessee 37219, on behalf of the Bank.

2. It is our understanding that the State of Tennessee filed a Notice of State Tax Lien against Elm Hill Builders, Inc., dated October 19, 1989, of record in Book 7966, page 462, Register's Office for Davidson County, Tennessee, Account Number 62-1156452. A copy of said notice is attached hereto as Exhibit 3.

EXHIBIT

3. As Successor Trustee under the Deed of Trust, I will foreclose on the property subject thereto at 10:45 a.m. on March 23, 1996, at the main door of the Davidson County Courthouse. An auctioneer will be on the property and will telephone bids from the site.

4. Attached hereto as Exhibit 4 is a copy of a title opinion letter dated January 12, 1996, from Farris, Warfield & Kanaday to the Bank, indicating the results of our title search on the property to be foreclosed upon (including copies of federal tax lien, state tax lien, and Agreed Order). We do not verify that opinion and merely provide it to you with no representations or warranties.

5. The indebtedness on the Note totals Fifty-Four Thousand Twenty-Seven and 75/100 Dollars ($54,027.75) as of today (Principal: $40,580.57; Interest: $13,447.18), with interest accruing at the rate of $10.56 per day, exclusive of costs and expenses of sale, which will be added to the debt. The costs will include an auctioneer's fee, an attorney's fee and costs of publication of the notice of foreclosure and advertising. We estimate that costs will be $7,000.00.

Please accept this letter as the twenty-five (25) day notice required under T.C.A. § 67-1433(b), which notice must be given to the Commissioner or his delegate. Please advise me immediately of any deficiency in this notice.

Yours truly,

FARRIS, WARFIELD & KANADAY

Robert C. Goodrich, Jr.

ps
Attachments
Copy: Gil Stinson

PERSONAL SERVICE ACCEPTED BY:

Linda Bagwell
[Print Name]

Date: 2-21-96

207460.1 2/21/96

BOOK 10084 PG 438

Maximum principal indebtedness for Tennessee recording tax purposes is $ 35,000.00

This Instrument prepared by:
Mark E. Morrison, Esquire
323 Union Street
Nashville, TN 37201

For and in Consideration of One Dollar to hand paid, the receipt of which is acknowledged, and the other consideration hereinafter mentioned, Elm Hill Builders, Inc., a Tennessee corporation and Eugene P. Davis, Individually (hereinafter "Grantor") have this day bargained and sold, and do hereby transfer and convey, to Trustee, and his successors in trust, certain property in the State of Tennessee, Davidson County, described as follows, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

BOOK 8068 PAGE 668

12261

IDENTIF. REFERENCE

MAR 20 3 33 PM '90

REGISTER'S OFFICE

To Have and to Hold said property to the said Mark E. Morrison Trustee, and his successors in trust, forever. Grantor covenant that Grantor is lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered except as shown on the Grantor further covenant said Grantor's its heirs and representatives, to warrant and defend the title to said property to the said Mark E. Morrison Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure all obligations owed by Elm Hill Builders, Inc., a Tennessee corporation, to Third National Bank in Nashville as set out in a certain guaranty agreement of even date herewith executed by Elm Hill Builders, Inc., a Tennessee corporation to Third National Bank in Nashville according to the terms and conditions contained therein along with all sums owed by Eugene P. Davis to Third National Bank in Nashville including but not limited to a Deed of Trust Note in the amount of Thirty-five Thousand and No/100 ($35,000.00) Dollars.

Now if Grantor shall pay the sum aforesaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if Grantor fail to pay the said sum of money when due as aforesaid, or any part of said sum according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by three publications in A newspaper of general circulation in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. Grantor agrees that the Trustee may, at any time after default in payment of principal or interest as such falls due respectively, enter and take possession of said property, and shall only account for net rents received by him, including but not limited to the statutory right of redemption set out in TCA 66-8101.

And Grantor agrees to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of $ insurable value until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. Grantor agrees to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case Grantor fails to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First - To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Exhibit "B" attached hereto and incorporated herein by reference.

EXHIBIT 1

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Second—To pay said debt, or any balance thereof then remaining unpaid.

Third—The residue to be paid to Grantor or order. And in case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Patty F. Morrison Trustee, shall be vested in said successor.

In the event of a sale of said property under and by virtue of this trust, the said Grantor and all persons holding under Grantor shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be determined at the option of said purchaser upon five days' written notice.

It is further agreed that the said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

This 20th day of March 19 90

*Louise Davis, wife of Eugene P. Davis, joins herein for the purpose of conveying to the Trustee and relinquishing any marital interest, whether by way of widow's elective share, homestead or otherwise, which she may now or hereinafter have in the Property.

ELM HILL BUILDERS, INC., a Tennessee corporation

By: Eugene P. Davis, President

Eugene P. Davis, Individually

LOUISE DAVIS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned a Notary Public in and for said County and State, the within named EUGENE P. DAVIS & LOUISE DAVIS

the bargainor(s) 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 20th day of March 1990.

Commission Expires 5-20-92

Michele Hodge
Notary Public

STATE OF TENNESSEE
DAVIDSON County

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Eugene P. Davis and with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the Elm Hill Builders, Inc. the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Eugene P. Davis as such President.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 20th day of March 1990.

My commission expires 5-20-92

Michele Hodge
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

DEED OF TRUST

FROM

TO

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

EXHIBIT "A"

LAND in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a portion of the property conveyed to Eugene P. Davis, by deed of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee and being a portion of the property conveyed to Elm Hill Builders, Inc. by deed of record in Book 5925, page 964, said Register's Office.

tnbclse\elmhill.exa

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EXHIBIT "B"

1. Current year real property taxes.

2. All items shown on the plat of record in Book 5800, page 245, said Register's Office.

tnbclse
elmhill.exb

RECORDERS MEMO
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NOTICE OF FORECLOSURE

WHEREAS, ELM HILL BUILDERS, INC., EUGENE P. DAVIS and LOUISE DAVIS, by a Deed of Trust dated March 20, 1990, of record in Book 8068, page 668, Register's Office for Davidson County, Tennessee, conveyed to Mark E. Morrison, Trustee, the hereinafter described property to secure the payment of a Promissory Note and other indebtedness described in said Deed of Trust, which indebtedness is presently held and owned by SunTrust Bank, Nashville, N.A. ("SunTrust"); and

WHEREAS, demand has been made for the payment of the aforesaid indebtedness secured by the above-described Deed of Trust, which indebtedness is in default; and

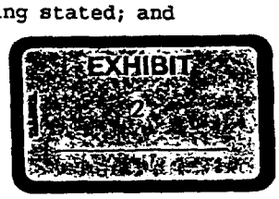
WHEREAS, SunTrust, the owner and holder of said indebtedness, has demanded that the property be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms of said Note and of the Deed of Trust; and

WHEREAS, the undersigned, Robert C. Goodrich, Jr., has been duly appointed as Successor Trustee in the place and stead of Mark E. Morrison, Trustee, said appointment being set forth in Book _____, page _____, Register's Office for Davidson County, Tennessee; and

WHEREAS, a Notice of Federal Tax Lien dated March 27, 1991, was filed of record in Book 8323, Page 875, Register's Office for Davidson County, Tennessee, which shows the taxpayer as being Elm Hill Builders, Inc. and shows total taxes in the amount of Five Thousand Three Hundred Twelve and 25/100 Dollars ($5,312.25); and

WHEREAS, by letter dated February 21, 1996, and hand delivered on that same day, the notice required by 26 U.S.C. § 7425(b) was given to the Internal Revenue Service; and

WHEREAS, a Notice of State Tax Lien dated October 19, 1989, was filed of record in Book 7966, Page 462, Register's Office for Davidson County, Tennessee, which shows the taxpayer as being Elm Hill Builders, Inc., with the amount of taxes not being stated; and



WHEREAS, by letter dated February 21, 1996, and hand delivered on that same day, the notice required by T.C.A. § 67-1-1433(b)(1) was given to the Tennessee Commissioner of Revenue;

NOW, THEREFORE, notice is hereby given that I, Robert C. Goodrich, Jr., Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the above-described Deed of Trust, will on March 23, 1996, at 10:45 a.m. at the Main door of the Davidson County Courthouse, in Nashville, Tennessee, offer for sale to the highest and best bidder for cash, and free from the equity of redemption, homestead, dower, the statutory right of redemption, and all other exemptions of every kind, which are expressly waived in the Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800, page 245, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being a portion of the property conveyed to Eugene P. Davis by deed of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee, and being a portion of the property conveyed to Elm Hill Builders, Inc. by deed of record in Book 5925, page 964, said Register's Office.

An auctioneer will be at the site of the property on the day of foreclosure and will communicate bids to the Successor Trustee at the courthouse from the site by telephone.

The street address of the property is 1205 Timber Valley Drive, Nashville Tennessee 37214 (Lot 44), and 1209 Timber Valley Drive, Nashville, Tennessee 37214 (Lot 45).

Said sale will be subject to any and all unpaid property taxes that may be a lien against the property and subject to any and all other liens which take priority over the Deed of Trust upon which this foreclosure sale is had. Said sale will also be subject to any prior easements, restrictions, buildings lines, and recorded plans and subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, including the right of the Internal Revenue Service to redeem the property as provided in 26 U.S.C.

§ 7425(d)(1) and the right of the State of Tennessee to redeem the property under T.C.A. § 67-1-1433(b)(1).

The property is to be sold "AS IS, WHERE IS," without representation or warranty of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Interested Parties:

Internal Revenue Service

State of Tennessee Commissioner of Revenue

United States of America, judgment holder of record in Book 8374, page 500, Register's Office for Davidson County, Tennessee

This _____ day of February, 1996.

ROBERT C. GOODRICH, JR.
Successor Trustee

FARRIS, WARFIELD & KANADAY
SunTrust Center, Nineteenth Floor
424 Church Street
Nashville, Tennessee 37219

Insertion Dates:

FEBRUARY 29, 1996

MARCH 7, 1996

MARCH 14, 1996



BOOK 10084 PG 445

TDR
Tax Enforcement Division
Nashville, TN 37242-0002
615/741-7971

OFF REC

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
ELM HILL BUILDERS INC	2-621156452-000-3
Residence or Place of Business 1206 TIMBER VALLEY DRIVE NASHVILLE, TN 37214	Previous DLN of Form 89-3151-01887
County DAVIDSON	County Code 19 LIEN I.D. 89292028

Witness my hand at Nashville, Tennessee, on the 19 day of OCTOBER, 19 89.

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

COMMISSIONER OF REVENUE 0217 10/24 0101 03CHECK 6.00

BY: _____
DELEGATE OF COMMISSIONER

FOR REGISTER USE ONLY-PRINT OR STAMP

BOOK NO.	PAGE NO.	DATE	TIME
BOOK 7966	PAGE 462	OCT 24 9 56 AM '89	9:11

REGISTER BY:

RV-1307 (REV. 8-88)

EXHIBIT 3

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

FARRIS, WARFIELD & KANADAY
ATTORNEYS AT LAW
SUNTRUST CENTER
424 CHURCH STREET, SUITE 1900
NASHVILLE, TENNESSEE 37219-2387

TELEPHONE (615) 244-5200
FAX (615) 726-3185

JULIAN L. BIBB
Writer's Direct Dial
(615) 782-2227

January 12, 1996

BOOK 10084 PG 446

SunTrust Bank, Nashville, N.A.
Nashville, Tennessee 37219

Re: Eugene P. Davis - Title Opinion Letter

Dear Sir or Madam:

The undersigned certifies that this firm examined the title to the land hereinafter described upon the public records and property indices of the county wherein the land lies and upon prior abstracts and/or guaranties available to us as listed below, and based upon such examination, it is our opinion that as of January 5, 1996, at 8:00 o'clock a.m., title to the land hereinafter described was vested in Eugene P. Davis, by quitclaim deed from Jerry Butler, recorded September 1, 1987 in Book 7340, page 897, Register's Office for Davidson County, Tennessee, subject to the following encumbrances:

1. Metro Taxes for 1996, a lien not yet due and payable;

(a) Lot 44 108-12-66.00 3D-89300
1995 in the amount of $137.38, Due
1994 base amount $137.38; $160.05, Due by 1/31/96
1993 base amount $137.38; $224.52, Due by 1/31/96
1992 base amount $118.30; $218.24, Due by 1/31/96
1991 base amount $118.30; $239.53, Due by 1/31/96
1990 base amount $118.30; $260.83, Due by 1/31/96

TOTAL $1103.17
Costs 16.00
$1119.17

(b) Lot 45 108-12-67.00 3D-89301
1995 taxes in the amount of $137.38, Due
1994 base amount $137.38; $160.05, Due by 1/31/96
1993 base amount $137.38; $224.52, Due by 1/31/96
1992 base amount $118.30; $218.24, Due by 1/31/96

EXHIBIT 2

1991 base amount $118.30; $239.53, Due by 1/31/96
1990 base amount $118.30; $260.83, Due by 1/31/96

TOTAL $1103.17
Costs 103.00
$1206.17

2. Deed of Trust executed by Elm Hill Builders, Inc., a Tennessee corporation and Eugene P. Davis, individually to Mark E. Morrison, Trustee, of record in Book 8068, page 668, dated March 20, 1990, recorded March 20, 1990, said Register's Office, to secure payment to Third National Bank in Nashville of indebtedness in the original principal amount of $35,000.00 and any other sums which may be and/or become payable under the terms thereof including, but not limited to principal, interest, and service fee. See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debts secured thereby.

3. All matters on the Plan of record in Book 5800, page 245, said Register's Office.

4. Notice of Federal Tax Lien against Elm Hill Builders, Inc. in Book 8323, page 875, said Register's Office and in the amount of $5213.25.

5. Notice of State Tax Lien against Elm Hill Builders, Inc. in Book 7966, page 462, said Register's Office.

6. Eugene Perry Davis has filed Bankruptcy under Bk. No. 92-07322 (SSN [redacted]2518).

7. Elm Hill Builders has filed Bankruptcy under Bk. No. 92-10268.

8. Agreed Order in the United States of America v. Eugene P. Davis of record in Book 8374, page 500 Register's Office for Davidson County, Tennessee.

DESCRIPTION

Land in Davidson County, Tennessee, being Lot Nos. 44 and 45, Section IV of East Lake, as shown on plat of record in Plat Book 5800,

page 245, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Eugene P. Davis by quitclaim deed from Jerry Butler, of record in Book 7340, page 897, Register's Office for Davidson County, Tennessee.

This title report does not make any representation with regard to (a) rights or claims of any parties in possession; (b) deficiencies in area, quantity or description of land; (c) boundary line disputes, encroachments and location of improvements; (d) roadways and rights of way abutting, across or upon the herein described property; (e) any easements or claims of easements not shown by the public records; (f) any unrecorded liens including, without limitation, mechanic's and materialmen's liens and environmental super liens; (g) accuracy of the index books of said Register's Office; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) rights or claims of any undisclosed heirs in the property; (j) any fraud, forgery or other impropriety with respect to any of the documents in the chain of title; (k) mental competence of any party in the chain of title; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to the execution and/or delivery of any deed or other document relating to title; (n) marital rights (including, without limitation, dower, curtesy and homestead or other common law or statutory marital rights) of any spouse who did not join in conveyances in the chain of title; (o) the rights of any minor who has executed a document in the chain of title; (p) lack of corporate authority or capacity in the event a corporation has executed a document in the chain of title.

The items listed in the foregoing paragraph are matters which would not be revealed by an examination of the records of said Register's Office and, therefore, matters in which we have no means of securing the necessary information upon which to render an opinion. You may obtain some assurance with respect to the matters under (a), (b), (c), (d), and (e), by obtaining an accurate survey by a qualified licensed surveyor. The remaining items listed under (f) through (p), may be insured against by the utilization of title insurance, and should you desire more information in that regard, we would be pleased to discuss same with you and our position, if you desire, to arrange for title insurance to be secured.

BOOK 10084 PG 449

In preparing this letter, we have relied with your consent upon the title insurance commitment/policy shown at the foot of this letter as correctly showing the state of the title to the property as of the date of such title insurance commitment/policy. We have not made any search of the records prior to such date and make no representations as to the accuracy of such title insurance commitment/policy.

It is expressly understood that in requesting this limited report, the addressee agrees that this opinion is for the use of the addressee only. In accepting and relying on this report rather than obtaining title insurance, the addressee acknowledges that it has paid the undersigned a nominal fee which does not compensate the undersigned for this report at the rates which the undersigned normally charges for such reports. Accordingly, the addressee agrees that the liability of Farris, Warfield & Kanaday shall not exceed the amount of the fee paid for this information. No opinion is expressed as to the validity, legal effect, enforceability or priority of any matter herein shown.

Very truly yours,

FARRIS, WARFIELD & KANADAY

Julian L. Bibb

Julian L. Bibb

Lawyers Title Insurance/hj
Policy 112-00-277959

BK 832

OFF REC

BOOK 10084 PG 450

Form 668 (Y) (Rev. January 1991)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Under Internal Revenue Laws

District: Nashville, TN

Serial Number: 629149834

For Optional Use by Recording Office

BOOK 8323 PAGE 875

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: ELM HILL BUILDERS INC, a Corporation

Residence: 1222 TIMBER VALLEY DR
NASHVILLE, TN 37214-4244

IDENTIF. REFERENCE 04113

APR 4 3 57 AM '91

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	12/31/88	62-1156452	01/30/89	03/01/99	2526.15
941	09/30/88	62-1156452	11/28/88	12/28/98	875.55
941	12/31/86	62-1156452	03/13/89	04/12/99	844.65
941	06/30/89	62-1156452	09/11/89	10/11/99	926.83

Place of Filing: Register of Deeds
Davidson County
Nashville, TN 37219

Total $ 5213.25

This notice was prepared and signed at Nashville, TN, on this, the [illegible] day of March, 1991

Signature: [signature]

Title: (615) 736-5934
62-01-6000

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Form 668 (Y) (Rev. 1-91)

Part 1 - Kept By Recording Office

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BK 8323

OFFICIAL REC

BOOK 10084 PG 451

BOOK 8323 PAGE 876

No. _____

United States

vs.

Notice of Tax Lien

Filed this _____ day of

_____, 19 ____, at _____ m.

Clerk (or Register).

Fees $6.00 paid.

Excerpts From Internal Revenue Code

Sec. 6321. Lien For Taxes

Sec. 6322. Period Of Lien.

Sec. 6323. Validity and Priority Against Certain Persons

(a) Purchaser's, Holders Of Security Interests, Mechanic's Lienors, And Judgment Lien Creditors.—

(f) Place For Filing Notice; Form.—

Note: See section 6323(b) for protection for certain interests even though notice of lien imposed by section 6321 is filed with respect to.

(g) Refiling Of Notice.—

(i) General Rule.—

(ii) Place For Filing.—

(h) Required Refiling Period.—

Sec. 6325. Release Of Lien C Discharge Of Property

(a) Release Of Lien.—

Sec. 6103. Confidentiality an Disclosure of Returns and Retur Information

(k) Disclosure of Certain Returns and Return Information For Tax Administration Purposes.—

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BOOK 10084 PG 452

Tax Enforcement Division
Nashville, TN 37242-0002
615/741-7671

OFF REC

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
ELM HILL BUILDERS INC	2-621156452-000-3
Residence or Place of Business 1206 TIMBER VALLEY DRIVE NASHVILLE, TN 37214	Previous DLN of Form 89-3151-01887
County DAVIDSON	County Code 19 LIEN I.D. 89292028

Witness my hand at Nashville, Tennessee, on the 19 day of OCTOBER, 19 89.

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

COMMISSIONER OF REVENUE 8217 10/24 0101 03CIEDX 6-00

BY: _____
DELEGATE OF COMMISSIONER

"FOR REGISTER USE ONLY-PRINT OR STAMP"

BOOK NO.	PAGE NO.	DATE	TIME
BOOK 7966	PAGE 462	RECEIVED FOR RECORD AND RECORDED IN OFFICIAL RECORDS OF DAVIDSON COUNTY, TN. OCT 24 9 06 AM '89	9:11:11
REGISTER		BY:	

RV-1307 (REV. 6-88)

RECORDERS MEMO
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OFF REC

BK 0314

BK 10084 PG 453

OP Ltr
Both

BK 8374 PG 509

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

RECEIVED
OCT 23 1990

UNITED STATES OF AMERICA,

Plaintiff,

vs.

EUGENE P. DAVIS,

Defendant.

CIVIL ACTION NO.
3 88 0695
JUDGE NIXON

16 AM '90

AGREED ORDER

It appearing that the parties to this cause of action have reached an agreement as to the following:

1. The Defendant, Eugene P. Davis, is indebted to the Department of Housing and Urban Development in the amount of $117,873.17, plus interest at the legal rate from August 15, 1988, as a result of certain loan defaults, more fully set out in the Complaint.

2. The Defendant agrees that judgment be entered against him in this case for the amount stated in paragraph 1 of this Agreed Order, plus interest thereafter at the legal rate.

3. The Plaintiff and Defendant have agreed to a compromise settlement based upon a payment of certain monies by a certain time. The Defendant agrees to pay the sum of either $25,000.00 not later than December 1, 1990, or the sum of $27,500.00 not later than January 1, 1991. Payment by the Defendant in the amount and by the time as reflected in this paragraph shall constitute full and final satisfaction of all monies owed by the Defendant to the Plaintiff. Said monies shall be payable at the U. S. Attorney's Office for the Middle District of Tennessee.

4. The Plaintiff further agrees that it has reviewed and approved the Release sent to it by cover letter of September 24, 1990, from counsel for the Defendant. This Release pertains to potential liabilities of the Defendant to the Plaintiff

This document was entered on the docket in

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

BK 8374

OFF REC

on properties other than those listed in the Complaint. Upon notification that the Defendant has paid to the Plaintiff the monies as reflected in this Order, the Plaintiff agrees to execute the Release by the appropriate representative of the Plaintiff within fifteen (15) days of notification of said payment.

5. If the Defendant fails to make the payment he selects, in the amount and in the time frame as set out in this Order, and if after thirty (30) days from receipt of written notice that said monies have not been paid (said written notice to be sent to the Defendant at Route 1, Box 216, Nolensville, TN 37135, with a copy to his attorney, Thomas V. White, at 21st Floor, First American Center, Nashville, TN 37238) and said non-payment is not cured, then judgment shall be final against the Defendant in the amount of $117,873.17 plus interest at the legal rate from August 18, 1988, and execution may issue for this entire sum at the expiration of the thirty day period.

The above is, therefore, ORDERED, ADJUDGED AND DECREED, this 24th day of October, 1990.

DISTRICT COURT JUDGE

I hereby attest and certify on 6-6-91 that the foregoing document is a full true and correct copy of the original on file in my office.
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
By: Deputy Clerk

Approved for Entry:

JOE B. BROWN
United States Attorney for the
Middle District of Tennessee
Attorney for the Plaintiff

By: Robert C. Watson
ROBERT C. WATSON
Assistant United States Attorney
879 U. S. Courthouse
Nashville, TN 37203

DATE: 10-23-90

Thomas V White
THOMAS V. WHITE
Attorney for the Defendant,
Eugene P. Davis
21st Floor
First American Center
Nashville, TN 37238

DATE: 10-19-90

JUDGEMENT AMOUNT $142,344.68 — 4-19-91
COURT COSTS
TOTAL DUE $142,344.68

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

MAR 12 1996

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

BOOK 10084 PG 455

March 7, 1996

Mr. Robert C. Goodrich, Jr.
Attorney At Law
Suntrust Center
424 Church Street, Ste 1900
Nashville, Tennessee 37219-2387

RE: Foreclosure Sale of Property Owned by: Elm Hill Builders Inc.
Account Number: 2-621156452-000-3

Dear Mr. Goodrich:

This is in reference to your letter dated February 21, 1996 concerning a foreclosure sale of property owned by **Elm Hill Builders, Inc.**

Your letter does comply with the provisions of T.C.A. 67-1-1401 et. seq., but the Tennessee Department of Revenue's tax lien is superior to the deed of trust being foreclosed.

The amount of tax, penalty, and interest due as of April 30, 1996, is $1,732.00. Upon the receipt of $1,732.00, I will release the state's tax lien.

If you have any questions about the state's lien, please call me at (615) 532-6352.

Sincerely,

John S. Peeler, Director
Tax Enforcement Division

Wilbur E. Hooks

Wilbur E. Hooks
Revenue Enforcement Supervisor
Special Procedures Section

xc: Gary Dietz, Revenue Enforcement Supervisor, Nashville Region

0191999
IDENTIFICATION REFERENCE

96 JUN 12 PM 1:31
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

[redacted]

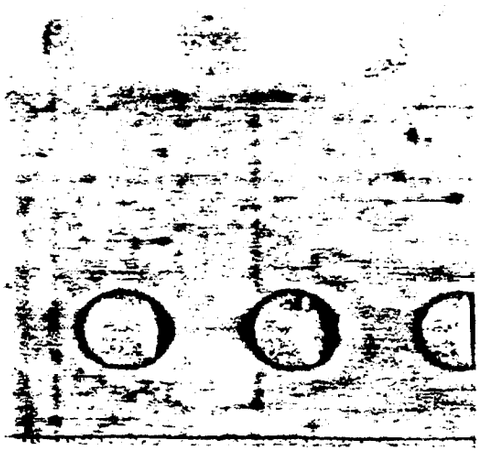
2687 06/12 0101 03CHECK 314.50

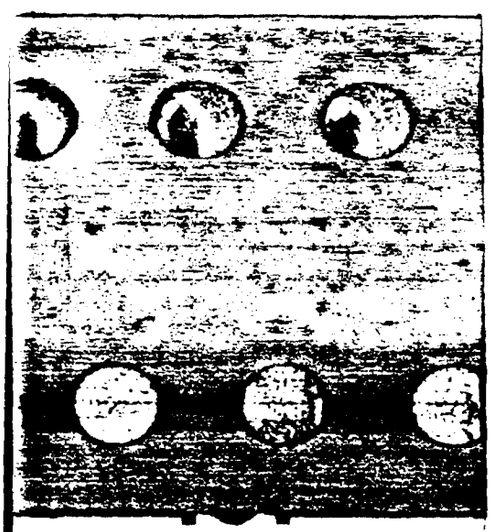
OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE





RECEIVED OF _____

FOR _____

BOOK 10084 PG 456

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
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 35000.00
				CON TX 129.50
				PRFEE 1.00
				WDEED 184.00
				TOTAL 314.50
				CHECK 314.50
			06/12/96 01	13:36 0001 2687

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0191999 IDENTIF. # REFERENCE

96 JUN 12 PM 1:31

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 1050517