Drawn by and return to:
Powell, Goldstein, Frazer & Murphy LLP
Sixteenth Floor
191 Peachtree Street, N.E.
Atlanta, GA 30303
Attn: Gil Y. Burstiner, Esq.

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSE IS $ 7,500,000.00

10593:481

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") is made as of July 18, 1997 by RADNOR HOMES, INC., whose address is 5544 Franklin Road, Suite 200, Nashville, Tennessee 37220, Attn: Mr. Thomas Sitzler (being referred to hereinafter as "Borrower") in favor of MICHAEL T. BATES, ESQ., a resident of Williamson County, Tennessee, whose address is c/o Realty Title & Escrow Company, Inc., 428 Wilson Pike Circle, Brentwood, Tennessee 37027 (being hereinafter referred to as "Trustee") and his successors, substitutes and assigns, for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, whose address is 2859 Paces Ferry Road, Suite 1805, Atlanta, Georgia 30339, Attn: Mr. James A. Phelps ("Lender") and its successors and assigns;

W I T N E S S E T H:

WHEREAS, Borrower and Radnor Homes of Memphis, Inc. have executed and delivered to Lender (i) a Revolving Note Secured by Deed of Trust (Construction Note), of even date herewith, payable to the order of Lender in the principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS ($7,500,000.00), which note bears interest and is payable to Lender as more fully described therein and which note shall mature on July 18, 1999 (such note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may from time to time be amended, modified or extended, are hereinafter referred to individually as a "Note" and collectively as the "Note"); and

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THIS DEED OF TRUST IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

THIS DEED OF TRUST SECURES IN ADDITION TO OTHER INDEBTEDNESS A REVOLVING LOAN UNDER WHICH PERIODIC ADVANCES AND REPAYMENTS WILL BE MADE FROM TIME TO TIME. PAYMENT OF ALL AMOUNTS OUTSTANDING ON THE NOTE FROM TIME TO TIME SHALL NOT CANCEL OR RELEASE THIS DEED OF TRUST. NO RELEASE OF ANY PART OF THE PROPERTY AS THAT TERM IS HEREINAFTER DEFINED OF ALL OR ANY PART OF THE INDEBTEDNESS HEREBY SECURED, SHALL AFFECT PERSONAL

(7) Conveyance of Common Areas to Long Hunter Chase Homeowners' Association of record in Book 9432, page 792, Register's Office for Davidson County, Tennessee.

(8) Charter of the Long Hunter Chase Homeowner's Association of Record in Book 9433, Page 953, Register's Office for Davidson County, Tennessee.

(9) All matters shown on the plan of Long Hunter Chase, Phase 2, Section 1 of record in Plat Book 7900, Pages 763 and 764, Register's Office for Davidson County, Tennessee.

This is unimproved property.

The Grantor further covenants to warrant and forever defend the title to the Property to the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 27th day of August, 1997.

JCH DEVELOPMENT COMPANY, INC.

By: W. Lee Corbett
Its: Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, **W. Lee Corbett**, 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 Secretary of **JCH Development Company, Inc.**, the within named bargainor, a corporation, and who acknowledged that as such Secretary, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS MY HAND, at office, this 27th day of August, 1997.

Notary Public

My Commission Expires:

5/30/99

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BK/10593PG479

The actual consideration or value, whichever is greater, for this transfer is $25,000.00.

Affiant

Sworn to and subscribed before me this 27th day of August, 1997.

Notary Public

JUDGE N. READ
NOTARY PUBLIC AT LARGE
DAVIDSON CO. TENN.

My Commission Expires:

9-26-98

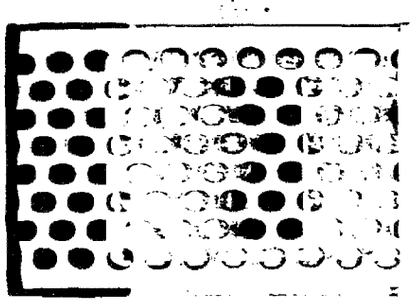
4218 09/03 0101 03CHECK 105.50

0344402
IDENTIFICATION REFERENCE

97 SEP -3 PM 2:25

REGISTER
DAVIDSON COUNTY, TN

a:LHC-war.196:ddh



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

RECEIVED OF _____

FOR _____

P.U. 10593-480

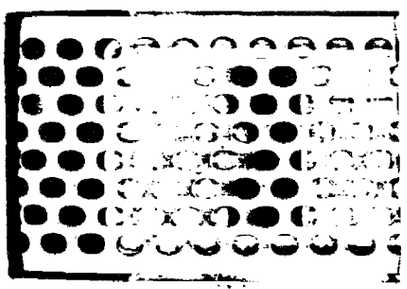
CO - CONVEYANCE	CC - CERTIFIED COPY		MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE		CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE		MO TX - STATE TAX MORT
TD - TRUST DEED			PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 25000.00
CON TX 92.50
PRFEE 1.00
WDEED 12.00
TOTAL 105.50
CHECK 105.50

09/03/97 01 14:25 0001 4218

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0344402
IDENTIF. & REFERENCE

97 SEP -3 PM 2:25

FELIX Z. WILSON, II
REGISTER
DAVIDSON COUNTY, TN.

No.1193698