BK. 10775 PG 764

NEW OWNER IS AND SEND
TAX BILLS TO:
Gary T. McCray
5716 St. Charles Court
Hermitage, TN. 37076

THIS INSTRUMENT PREPARED BY
KELLY & SMITH
LAW OFFICES
GALLATIN, TENNESSEE

MAP AND PARCEL 85-10-20

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FORTY-THREE THOUSAND AND NO/100 ($143,000.00) DOLLARS paid and to be paid as hereinafter set forth I, MAYNARD WAYNE STEVENS TRUSTEE of 220 BELDING DRIVE TRUST, AND AS SOLE BENEFICIARY OF 220 BELDING DRIVE TRUST, have this day bargained and sold and by these presents do hereby transfer and convey unto GARY T. McCRAY, his heirs and assigns, the following described lot or parcel of land situated in the Third Civil District of Davidson County, Tennessee, more particularly described as follows:

Land in the Third Civil District of Davidson County, Tennessee, described according to a survey made by Gary R. Cummings, Surveyor, as follows:

BEGINNING at a point on the northerly margin of Edgemont Drive, said point being the southwest boundary line of Stanford Country Club Estates, Section 3; thence North 77 deg. 11 min. West 820.5 feet; thence South 5 deg. 39 min. West 500 feet, more or less; thence South 87 deg. 58 min. West 671 feet, more or less; thence North 53 deg. 50 min. East 414.7 feet to the westerly margin of Belding Drive; thence with the same northerly 81.66 feet to the beginning of a curve; thence around said curve having a radius of 25 feet, northwesterly 39.71 feet to the southerly margin of Edgemont Drive; thence with said drive westerly 17.82 feet; thence 37 deg. 49 min. West 50 feet to the beginning, containing 8.27 acres, more or less.

Being the same property conveyed to Maynard Wayne Stevens, Trustee of 220 Belding Drive Trust by deed from John Woodrow Davis Estate of record in Book 10386, page 431, Register's Office of Davidson County, Tennessee. A copy of Land Trust Agreement of 220 Belding Drive Trust is attached hereto for reference.

TO HAVE AND TO HOLD the above described lot or parcel of land, together with all the improvements thereon and the appurtenances thereunto belonging, unto the said GARY T. McCRAY, his heirs and assigns, in fee simple forever.

I COVENANT with the said GRANTEE that I am lawfully seized and possessed of the above described lot or parcel of land, that I have a good right to convey same, and that the same is unencumbered, EXCEPT for 1997 real estate taxes, applicable zoning and building regulations, and all visible easements, restrictions of record, if any, and Deed of Trust of record in Book 10386, page 434, Register's Office of Davidson County, Tennessee.

I FURTHER COVENANT with the said GRANTEE and bind myself, my heirs and legal representatives, to warrant and forever defend the title to said tract or parcel of land, unto the said GARY T. McCRAY, his heirs and assigns, against all lawful claims of all persons whomsoever; EXCEPT as hereinabove set forth.

OF SAID CONSIDERATION OF ONE HUNDRED FORTY-THREE AND NO/100 ($143,000.00) DOLLARS, the sum of THIRTY-NINE THOUSAND TWO HUNDRED SIXTY-SIX AND 53/100 ($39,266.53) DOLLARS, has this day been paid in cash, the receipt of which is hereby acknowledged, and for the balance of ONE HUNDRED THREE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 47/100 ($103,733.47) DOLLARS, the said GARY T. McCRAY, has this day executed a promissory note of even date herewith in the sum of ONE HUNDRED THREE THOUSAND SEVEN HUNDRED THIRTY-THREE AND 47/100 ($103,733.47) DOLLARS, secured by a Deed of Trust of even date executed by said GRANTEE.

IT IS SPECIFICALLY understood that the Grantee is being

conveyed the above described property subject to and is not assuming a certain lien in the form of a Deed of Trust, which Deed of Trust and lien is the full obligation of MAYNARD WAYNE STEVENS, TRUSTEE of 220 BELDING DRIVE TRUST. Said Deed of Trust has an unpaid balance in the sum of $103,733.47 and said Deed of Trust is in the favor of the Bank of Goodlettsville, and is of record in Book 10386, page 434, in the Register's Office of Davidson County, Tennessee.

IN THE EVENT the said MAYNARD WAYNE STEVENS, TRUSTEE of 220 BELDING DRIVE TRUST defaults in the payment of said obligation, or any installments thereof, GRANTEE herein shall have the right to cure said default and charge all sums incurred in the curing of said default against the payment next due under the terms of the note secured by Deed of Trust being executed simultaneously herewith, payable to MAYNARD WAYNE STEVENS, TRUSTEE of 220 BELDING DRIVE TRUST.

IN THE EVENT the above described property is sold, then at the option of MAYNARD WAYNE STEVENS, TRUSTEE of 220 BELDING DRIVE TRUST the deed of Trust of record in Book 10386, page 434, Register's Office of Davidson County, Tennessee, may be paid in full.

PRIVILEGE is reserved by GARY T. McCRAY of paying the balance owing on the note to the Bank of Goodlettsville of record in Book 10386, page 434, said Register's Office, adjusted accordingly.

WITNESS my hand this the 16 day of June, 1997.

MAYNARD WAYNE STEVENS, TRUSTEE OF THE 220 BELDING DRIVE TRUST AND AS SOLE BENEFICIARY OF THE 220 BELDING DRIVE TRUST

BK/10775 PG 767

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MAYNARD WAYNE STEVENS, TRUSTEE OF THE 220 BELDING DRIVE TRUST AND AS SOLE BENEFICIARY OF THE 220 BELDING DRIVE TRUST the bargainors, 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 Gallatin, Tennessee, on this the 16th day of June, 1997.

Vicki Grantham
NOTARY PUBLIC

VICKI GRANTHAM NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

MY COMMISSION EXPIRES: 8-11-2000

O A T H

STATE OF TENNESSEE

COUNTY OF SUMNER

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $143,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Mary T. McCrary
AFFIANT

SUBSCRIBED and sworn to before me, this the 16th day of June, 1997.

Vicki Grantham
NOTARY PUBLIC

VICKI GRANTHAM NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

MY COMMISSION EXPIRES: 8-11-2000

BK:10775 PG:768

LAND TRUST AGREEMENT

1. Purpose of agreement. This Land Trust Agreement, dated this 26th day of FEBRUARY, 1997, and known as the "220 BELDING DRIVE TRUST" is to certify that Wayne Stevens, Trustee, of P O Box 8, Greenbrier, Robertson County, Tennessee, (hereinafter referred to as "TRUSTEE", which designation shall include all successor trustees), is about to take title to the following described real estate in Davidson County, Tennessee, described as follows to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS FULLY AS IF COPIED VERBATIM HEREIN. SAID ATTACHMENT BEING SCHEDULE "B".

and that when the Trustee has taken the title thereto, or title to any other property conveyed to it as Trustee hereunder, the Trustee will hold it and the proceeds, profits, and avails thereof, if any, which may come into the Trustee's possession by direction of the Beneficiary or Beneficiaries or by the specific terms hereof, in trust, for the ultimate use and benefit of the Beneficiaries hereunder and their successors or assigns.

The objects and purposes of this Trust shall be to hold title to the Trust property and to protect and conserve it until its sale or other disposition or liquidation. The Trustee shall not manage or operate the Trust property nor undertake any other activiity not strictly necessary to the attainement of the foregoing objects and purposes; nor shall the Trustee transact business of any kind with respect to the Trust property which may cause this Agreement to be deemed to be, or which may create or evidence the existence of a corporation (de facto or de jure); or a Massachusetts Trust, or any other type of business trust; or an association in the nature of a corporation; or a partnership or joint venture by or between the Beneficiaries, or by and between the Trustee and the Beneficiaries.

2. Beneficiaries. The persons identified in Schedule "A" attached hereto and made a part of this Agreement, are the Beneficiaries of this Trust, and as such shall be entitled to the proceeds, profits, and avails of the Trust property according to their respective interests as set forth in Schedule "A".

3. Interest of Beneficiaries as Personalty. It is understood and agreed by and between the Trustee and any person or persons who have or may become entitled to any interst under this Trust, that the interests of any such Beneficiary hereunder shall consist solely of a power of direction to deal with title to the Trust property, and the right to receive or direct the disposition of the proceeds from the rentals and from the mortgages, sales, or other disposition of said premises, and the right to lease, manage, and control said property as hereinafter provided. The right in the avails and proceeds of the proeprty shall be deemed to be personal property and may be treated, assigned, and transferred as personal property, and will be so treated for all purposes. In case of the death of any Beneficiary hereunder during the existence of this Trust, such Beneficiary's right and interest shall, except as herein specifically provided to the contrary, pass to the Beneficiary's executor or administrator and not to his or her heirs at law. No Beneficiary now has, or shall hereafter at any time have, any right, title, or interest in or to any proportion of said real estate as such, either legal or equitable, nor in any other Trust property, but only an interst in the earnings, avails, and proceeds as aforesaid, it being the intention of this instrument to vest the full legal and equitable title to the Trust property in the Trustee. No Beneficiary shall have the right to require partition of any Trust property.

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

4. Death of Beneficiary. The death of any individual Beneficiary, or the merger, reorganization, or dissoulution of any other corporate, parthership, or other form of Beneficiary hereunder shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder.

5. Notice of Assignment of Beneficial Interests.

(a). No assignments of interests hereunder by a Beneficiary shall be binding on the Trustee until the original or duplicate copy of any such assignment in such form as the Trustee may approve, is delivered to the Trustee and the Trustee's acceptance is indicated thereon. Any assignment not so delivered to the Trustee shall be void as to all subsequent assignees or purchasers without notice. The Trustee shall also maintain and revise Schedule "A" of this Trust to reflect any changes in ownership.

(b). No assignment of any interest that includes the power to direct the Trustee to convey or otherwise deal with the Trust property, as provided for in Paragraph 12 of this Agreement, shall be valid without the written approval of a majority in interest of the other Beneficiaries who possess such power of direction. No person who is vested with such power of direction, but who is not a Beneficiary hereunder, shall assign such power without the written consent of all of the Beneficiaries.

(c). Certificates evidencing the interest of the Beneficiaries may be issued by the Trustee in such form as it may approve, in which event an assignment of an interest shall be valid only upon the surrender therewith of such certificate, and the assignee shall not be entitle to recognition as a Beneficiary hereunder until such original certificate has been surrendered to the Trustee with a proper assignment and until a new certificate has been issued. However, the issuance or use of Certificates shall not be used herein if such issuance or use would subject the Trsut, the Trustee, or the Beneficiaries to state or federal securities regulations from which economical and non-restrictive exemptions from said regulations would not be readily obtainable.

6 Tax Returns. The Trustee shall not be obligated to file any income, profit, or other tax reports or schedules or returns with respect to this Trust as may be requied by law. The Beneficiaries shall individually report and pay any and all taxes on the earnings, avails, and proceeds of the Trust property or otherwise arising out of their respective interests hereunder. The Trustee shall make available, upon request by the Beneficiaries, accounting records of the Trust which pertain to their respective interest hereunder, which records the Trustee agrees to maintain. If it should be found necessary to file informational returns under Section 6031 of the Internal Revenue Code of 1954, the Trustee shall not be obligated to prepare such returns, although the Trustee shall, if necessary, sign such informtaional returns.

7 Reimbursement and Indemnification of Trustee. In the event that the Trustee shall make any advance of money on account of this Trust or shall be made a party to any litigation on account of holding title to real estate in this Trust or in connection with this Trust, or in case the Trustee, either personally or as Trustee, shall be compelled to pay any sum of money on account of this Trust or any property included therein whether on account of breach of contract, injury to personal property, fines, or penalties under any law or otherwise, the Beneficiaries, in accordance with their respective interests hereunder will, on demand, pay to the Trustee, with interest thereon at the rate of ten percent (10%) per year, all such disbursements, advances, or payments made by the Trustee, together with the Trustee's expenses, including reasonable attorneys' fees, and that they will indemnify and hold the Trustee hamrless of and from any and all payments made or liabilities incured by it for any reason whatsoever as a result of this Agreement. The Trustee shall be under no duty to convey

or otherwise deal with the Trust property at any time held hereunder untill all of such disbursements, payments advances, and expenses made or incurred by the Trustee have been fully paid, together with interest thereon. The Trustee shall not be required to advance or to pay out any money on account of this Trust or to commence or defend any legal proceedings involving this Trust or any porperty or interest hereunder unless the Trustee shall be furnished with funds sufficient therefor or be satisfactorily indmenified in respect thereto.

8 Reliance by Third Parties on Authority of Trustee. No party dealing with the Trustee in regard to the Trust property in any manner whatsoever, nor any party to whom the property or any part thereof or interest therein is conveyed, contracted to be sold, leased, or mortagaged by the Trustee, shall be obliged to see to the proper handling, application, or disbursement of any money paid therefor, or to inquire into the necessity or expedicency of or authority for any act of the Trsutee or as to the provision of this Trust Agreement.

9 Prohitition Against Recordation. This Agreement shall not be placed on record in the register's office of the county in which the Trust property is situated, or elsewhere. However, in the event that any such recording shall occur, said recording shall not be consideeed as notice of the rights of any person hereunder derogatory to the title or powers of the Trustee.

10 Limitation on Disclosure of Beneficiaries. The Trustee shall not disclose the identity of any Beneficiary of this Trust, nor shall any Beneficiary disclose the identity of any other Beneficiary of Trust, except insofar as such disclosure may now or hereafter be required by law or upon order of a court having competent jurisdiction over this Trsut, unless permission to disclose is received from such Beneficiary, in writing. Any disclosing party shall be responsible to the identified party for any losses or damages sustained by the identified party as a result of such disclosure in contravention of this paragraph.

11 Resignation and Replacement of Trustee.

(a) The Trustee may resign at any time by sending a notice of its intention to do so by certified mail to each of the Beneficiaries hereunder at his or her address last know to the Trustee. In the event of the Trustee's resignation, a successor or successors may be appointed by a majority in interest of the persons then entitle to direct the Trustee as to the disposition of the Trust property, by an instrument in writing lodged with the resigning Trustee, having endorsed thereon the acceptance of such successor trustee. Thereupon the resigning Trustee shall convey the Trust property to such successor- or successors-in-trust.

(b) In the event no successor trustee is appointed as herein above provided within sixty (60) days from the date of such resignation, the resigning Trustee may convey the Trust property to the Beneficiaries in accordance with their respective interest hereunder and thereupon this Trust shall terminate; or, the Trustee may, at its sole discretion, apply for appropriate relief in any court of competent jurisdiction.

(c) Notwithstanding anything herin contained to the contrary, in the event that the Trustee shall die or become incapacitated, or shall undergo a merger, reorganizaton, or dissolution, or if the Trustee shall become unwilling or unable to act for any reason, the following, in order of their listing (provided the same shall be willing and able to act), shall be appointed as the successor Trustee with the same powers and duties of the predecessor Trustee:

1st choice_____

2nd choice_____

3rd choice_____

In the event that none of the above choices are available to serve as the successor Trustee, or in the event that no choices have been so designated herein, then a majority in interest of

the persons then entitled to direct the Trustee as to the dispostition of the Trust property may appoint a successor Trustee. A Beneficiary hereunder may be named as a successor Trustee. In the event that a successor Trustee is appointed hereunder, a copy of this Land Trust Agreement, together with a Statement of Appointmet of the new Trustee, and the Acceptance of the Successor Trustee, shall be recorded in the county or counties wherein the propety held hereunder is located; said recording shall act to vest title in the successor Trustee with the same powers and duties of the predecessor Trustee, and all other provisions of this Trust shall remain in full force and effect.

(d) Notwithstanding the reisgnation or replacement of the Trustee, the Trustee (and the Trustee's estate, if applicable) shall continue to have a first lien on the Trust property for any unpaid costs and expenses, including reasonable attorney's fees, and for its reasonable compensation as provided for in this Agreement.

(e) Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, titles, powers, trusts, duties, and obligations of its, his or their predecessor-in-trust.

12 Powers and Duties of Trustee. So long as the Trustee is the sole owner of record in the real estate and any other property held by it hereunder, and so far as the public is concerned has full power to deal with it, it is understood and agreed by the persons in interest hereunder and by any persons who may hereafter become interested, that the Trustee will deal with said property only when authorized to do so in writing, and that notwithstanding any change in the Beneficiary or Beneficiaries hereunder, it will, on the written direction of: A MAJORITY IN INTEREST OF THE BENEFICIARIES HEREUNDER or their successors-in-interest, make and execute contracts of deed for the sale of, execute mortgages, leases, or options on, or otherwise deal with, the said real estate or any part thereof, and with any other Trust property also subject to this Agreement, and with the disposition of the proceeds from any rentals, mortgages, insurance, sales, or other dispositon of said premsies upon such terms and conditions as may be directed; provided, however, that the Trustee shall not be required without its consent to enter into any personal obligation or liability in dealing with said Trust property of to make itself liable for any damages, costs, expenses, fines, or penalties, or to deal with the title so long as any money is due to it hereunder and, to the extent of any money due to the Trustee hereunder, it shall have a lien on the property or the proceeds thereof. Such power of direction as provided herein may be given to a person, corporation, or other form of legal entity upon the written designation of a majority in interest of the persons then entitled to direct the Trustee as to the dispositon of the Trust property, regardless of whether such receipent of the power of direction shall be a Beneficiary hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety or purpose of any direction.

13 Rights and Duties of Beneficiaries. The Beneficiaries hereunder shall have and retain (except as otherwise herein expressly porvided) the management of Trust property, and control of the renting, handling, maintenance, encumbering, selling, or making of any other disposition thereof, and any Beneficiary of his agent shall be entitled to collect and handle the rents thereof and the proceeds of any encumbrances, sales, or other dispostion of said property. Each Beneficiary shall be responsible for his share of expenses or their disbursements relating to the property. The Trustee shall not be called upon to do anything with respect to the management or control of said property, the payment of taxes or assessments, insurance, litigation, or otherwise, ecept on written direction of the Beneficiaries as provided herein, and after the payment to it of all monies necessary to carry out said instructions.

14 Termination of Trust. If the Trust property or any part hereof remains in the Trust twenty (20) years after the date of this Trust was executed, the Trustee shall give written notice to the Beneficiaries of the proposed termination of the Trust. Said notice shall be sent not later than thirty (30) days after said twentieth anniversary date. In the event that an agreement extending the term of this Trust has not been agreed to by all parties within sixty (60) days from the date of such noticication, the Trustee shall either conveyd the Trust property to the Beneficiaries in accordance with their respective interests hereunder; or, upon written direction of a majority in interest of the Beneficiaries hereunder or their successors-in-interest, sell the same at public sale on reasonable notice and divide the proceeds of the sale among all the Beneficiaries in accordance with theiir respective interests hereunder.

15 Insurance. The Beneficiaries hereunder agree at all times to carry public liability insurance and such other liability insurance as the Trustee shall deem necessary or appropriate in the circumstances, insuring the Trustee in amounts and form acceptable to the Trustee. In the event of the failure to furnish such liability insurance, the Trustee, in its discretion, after reasonable notice, may procure such insurance, and the Beneficiaries hereunder do hereby jointly and severally agree that they will forthwith on demand pay the Trustee the amount of the premium on said insurance plus interest at the annual rate of ten percent (10%).

16 Compensation of Trustee. The Trustee shall receive reasonable compensation for its services with respect to this Trust and shall be entitled to reimbursement of its expenses reasonably incurred. The specific amount, form, and manner of compensation shall be reflected in Schedule "C" attached hereto and made a part of this Agreement, which Schedule may be modified from time to time by the approval of a majority in interest of the Beneficiaries hereunder or their successors-in-interest, and by the approval of the Trustee. The Trustee shall have no obligation to advance any sums on behalf of the Trust but may do so in its sole discretion. The Trustee shall have a lien on the real estate and any other property of the Trust in its hands for its fees, expenses, and advances. The grantors and any persons accepting any assignment of the interst of any Beneficiary agree to pay such fees and to reimburse the Trustee for such expenses and advances on demand; said payment to be made pro rata based upon each Beneficiary's respective interest; however, as to the Trustee, said payments shall be a joint and several obligation of the Beneficiaries hereunder. If said amounts as provided herein and as provided in paragraph (7) are not paid within sixty (60) days after demand therefor, the Trustee is authorized and directed, without further notice, to sell from time to time at public or private sale and to transfer and convey sufficient property of the Trust to pay for said fees, expenses, and advances, including any additional charges and Trustee compensation which may arise as a result of the sale contemplated herein; and after such sale, to pay the balance therof to the Beneficiaries in proportion to their respective interest hereunder. Not withstanding any other provision of this Agreement, the Trustee shall be under no obligation to make any deed, mortgage, lease, or conveyance of the real estate, or to enter into any contractural obligation with respect to the real estate or any other Trust property, until its fees are paid and its expenses reimbursed, or until such fees and expenses are secured to its satisfaction.

17 Binding Effect on Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding on any Successor Trustee hereunder and on all assigns and successors in interest of the Beneficiaries.

18 Governing Law. This Agreement shall be construed and regulated and its validity and effect shall be determined by the

laws and regulations of the State of Tennessee as such laws may from time to time exist.

19 Valid Notice Requirements. Any notice in writing required or permitted to be given to the grantors or the Benficiaries by the Trustee or by another Beneficiary will be deemed to have been sufficiently given if personally delivered or mailed in an envelope addressed to such person at the address shown opposite that person's name in Schedue "A" of this Agreement or at such other address as such person may hereafter specify by written notice to the Trustee. Any notice in writing required or permitted to be given to the Trustee will be sufficiently given if delivered to the Trsutee at its principal office or at such other address as the Trustee may hereafter specify.

20 Restrictions on Transfer of Beneficial Interests. Any holder of a beneficial interest hereunder desiring to sell or dispose of said beneficial interest, or any portion thereof, at any time, must first offer to sell said interest to the other beneficial interest holders, first according to their repsective proportionate beneficial interests, and then to any remaining beneficial interest holders. The beneficial interest must be offered at the same price as the highest written good faith offer by a third party to purchase such interst, or at another price mutually agreed upon by the parties. An option for the purchase of said interest shall be given to the remaining beneficial interst holders for a period of thirty (30) days. If said option is accepted, the purchasing beneficial interest holders shall have the right to purchase said intest for a lump-sum payment in cash within ten (10) days after the exercise of the option, or payment may be made upon terms agreeable to both the purchasing and selling beneficial interest holders. If said option is not accepted within the thirty-day period provided above, the beneficial interest may then be offered to any third party; provided, however, that the other beneficial interest holders hereunder are given an option for an additional period of ten (10) days to meet the price and terms at which it is proposed to sell said interest to the third party. If the beneficial interest holders meet said price, the sale shall be made to them, for a lump-sum payment in cash or upon other mutually agreeable terms, within ten (10) days after the exercise of the subsequent option. This shall not interfere with the right of any beneficial interest holder to transfer a beneficial interest by will or gift. The beneficial interest, however, shall be subject to this provision in the hands of all future beneficial interest holders, including heirs, executors, administrators, personal representatives, donees, successors, and assigns. The terms of this provision respecting the transferability of beneficial interest hereunder may be modified by agreement of all of the beneficial interest holders, in writing.

21 Amendment, Modification, or Termination of Agreement. This Trust Agreement contains the entire understanding between the parties hereto, and may be amended, revoked, or terminated only by a written agrement signed by the Trustee and all of the Beneficiairies or thier designees, except that termination may result from the opertion of Paragraphs 14 or 25 of this Agreement.

22 Nonliability of Trustee. All obligations incurred by the Trustee hereunder shall be the obligations of the Trust only, and shall not under any circumstances be the individual obligations of the Trustee unless said Trustee specifically consents in writing to such liability. No Beneficiary hereunder shall have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally, unless its consent thereto is first obtained in writing.

23 Beneficiary Cannot Bind Other Beneficiary. No Beneficiary shall have the authority to contract for or in the

name of any other Beneficiary or to bind any other Beneficiary personally, except pursuant to Paragraphs 7, 12, or 13.

24 Addition of Other Property To Trust. Additional property may at any time be conveyed to the Trustee under this Trust, and such property and the proceeds therof shall be held, dealt with, and disposed of under the terms of this Agreement and in the same manner as the property specifically described herein. The terms and conditions of the deed or other manner of transaction by which such property is conveyed to the Trustee hereunder shall constitute and be construed as a part of this Agreement. The Trustee shall maintain a Schedule "B" attached hereto and made a part of this Agreement, which Schedule shall identify all property held by this Trust.

25 Perpetuites Saving Clause. Notwithstanding any other provisions of this Agreement, if any portion of the Trust estate is in any contingency capable of being held in Trust for a longer period than is permitted by the laws of the State of Tennessee, or if in any such contingency the vesting of any interest hereunder may occur after the expiration of such permissive, period, then upon the happening of such contingency all of the Trust estate shall not be held in further trust, and the Trust estate assets shall thereupon be divided, transferred, conveyed, and delivered to the Beneficiary or Beneficiaires in accordance with their respective beneficial interests hereunder. The Trust shall then terminate by operation of law.

Schedule A.

Wayne Stevens Trustee

Maynard Wayne Stevens Beneficiary

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0395499
IDENTIF. + REFERENCE

98 JAN 30 PM 2:14

REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

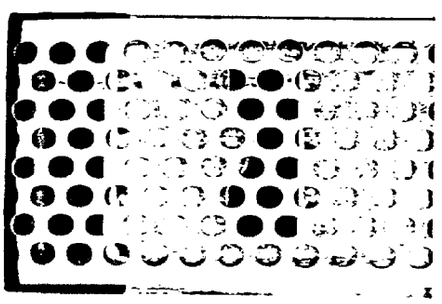
7840 01/30 0101 03CHECK 578.1

Schedule B

Land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by Gary R. Cummings, Surveyor, as follows:

Beginning at a point on the northerly margin of Edgemont Dr., said point being the southwest boundary line of Stanford Country Club Estates, Section 3; thence N 77° 11' W 820.5 ft.; thence S 5° 39' W 500 ft., more or less; thence S 87° 58' W 671 ft., more or less; thence N 53° 50' E 414.7 ft. to the westerly margin of Belding Dr.; thence with the same, northerly 81.66 ft. to the beginning of a curve; thence around said curve having a radius of 25 ft., northwesterly 39.71 ft. to the southerly margin of Edgemont Dr.; thence with said drive, westerly 17.82 ft.; thence 37° 49' W 50 ft. to the beginning, containing 8.27± acres.

RECORDER'S MEMO
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PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED



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

RECEIVED OF _____

FOR _____

BOOK 10775 PG 776

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

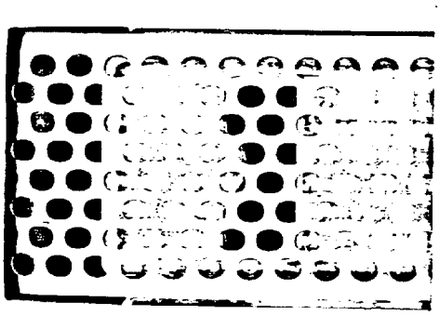
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 143000.00
CON TX 529.10
PRFEE 1.00
WDEED 48.00
TOTAL 578.10
CHECK 578.10

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 5001 7840



0395499
IDENTIF. ↑ REFERENCE

98 JAN 30 PM 2:14

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1248415