Davidson County DEEDQC
Recvd: 10/08/01 13:22 8pgs
Fees:42.00 Taxes:0.00

20011008-0109276

FILE IN BOX #19B

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ N-O-N-E .

Paul E Johnson
Affiant

Subscribed and sworn to before me this the 3rd day of October, 2001.

PETER WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

My Commission Expires: 05/28/03

Notary Public

THIS INSTRUMENT PREPARED BY: WEISS & WEISS, ATTORNEYS AT LAW
761 Old Hickory Blvd., Suite 102, Brentwood, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
OCTOBER WOODS, G.P.	**"NEW OWNERS"**
(Name)	(Name)
3180 Old Franklin Road	
(Street Address)	(Street Address)
Antioch, TN 37013	
(City) (State) (Zip Code)	(City) (State) (Zip Code)

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, **PAUL E. JOHNSON, JEFFREY P. JOHNSON, STACY AND HUSBAND, BUFORD W. CARTER, as tenants by the entirety, LORI J. KELLEY, as tenants in common, AS TO A FOUR-FIFTHS (4/5) UNDIVIDED INTEREST AND TO B&Y, A TENNESSEE GENERAL PARTNERSHIP, AS TO A ONE-FIFTH (1/5) UNDIVIDED INTEREST**, hereinafter called the "**Grantors**", do hereby quitclaim and convey all of its rights, title and interest to hereinafter **OCTOBER WOODS, G.P., A TENNESSEE GENERAL PARTNERSHIP**, called the"**Grantees**", its successors and assigns, in and to that certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

(TRACT I)
LAND in Davidson County, Tennessee, being Lots Nos. 80, 81, 82, and 83, on the Plan of October Woods, a Planned Unit Development, Revision One, Phase Two, Section Five, of record in Plat Book 9700, Page 439, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

(TRACT II)
LAND in Davidson County, Tennessee, being Lots Nos. 147, 172, and 175, on the Plan of October Woods, a Planned Unit Development, Phase Three, Section Six, of record in Plat Book 9700, Page 915, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

(TRACT III)
LAND in Davidson County, Tennessee, being Lots Nos. 43, 44, 45, 46, 47, 48, 49, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 524, 525, 528, and 529, on the Plan of October Woods, a Planned Unit Development, Phase Five, Section Eight, of record in Instrument No.: 199912140303097 and 19912140303098, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

BEING part of the same property conveyed to Paul E. Johnson, Jeffrey P. Johnson, Stacy J. Carter and husband Buford W. Carter (as tenants by the entirety), and Lori J. Kelley (as tenants in common), a four-fifths (4/5) undivided interest, and to B&Y, a Tennessee general partnership, a one-fifth (1/5)undivided interest.

A copy of the Partnership Agreement for October Woods, G.P., a Tennessee General Partnership is being attached hereto as Exhibit "A".

This is **unimproved** property located at Lots Nos. 80, 81, 82, & 83 (P/2, S/5), 147, 172, & 175 (P/3, S/6), 43, 44, 45, 46, 47, 48, 49, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 524, 525, 528, & 529 (P/5, S/8) October Woods, Davidson County, Tennessee.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has caused its name to be affixed hereto on this 3rd day of October, 2001.

Paul E Johnson
PAUL E. JOHNSON

JEFFREY P. JOHNSON
By: Jeffrey P Johnson by Paul E Johnson
Paul E. Johnson, Attorney-in-Fact

STACY J. CARTER
By: Stacy J Carter by Paul E Johnson
Paul E. Johnson, Attorney-in-Fact

BUFORD W. CARTER
By: Buford W Carter by Paul E Johnson
Paul E. Johnson, Attorney-in-Fact

LORI J. KELLEY
By: Lori J Kelley by Paul E Johnson
Paul E. Johnson, Attorney-in-Fact

B&Y, A TENNESSEE GENERAL PARTNERSHIP
By: _____
Fred Yazdian, General Partner

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 **PAUL E. JOHNSON**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 3rd day of October, 2001.

My Commission Expires: 05/28/03

Notary Public

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

On this 3rd day of October, 2001, before me personally appeared **PAUL E. JOHNSON**, to me known to be the person who executed the foregoing instrument (or proved to me on the basis of satisfactory evidence) in behalf of **JEFFREY P. JOHNSON, STACY J. CARTER AND HUSBAND, BUFORD W. CARTER, AND LORI J. KELLEY**, and acknowledged that he executed the same as the free act and deed of the said JEFFREY P. JOHNSON, STACY J. CARTER AND HUSBAND, BUFORD W. CARTER, AND LORI J. KELLEY.

My Commission Expires: 05/28/03

Notary Public

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **FRED YAZDIAN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon his oath, acknowledged himself to be the **General Partner** of the **B&Y, A TENNESSEE GENERAL PARTNERSHIP,** the within named bargainor, and that he as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the General Partnership by himself as such Officer.

Witness my hand and official seal at Brentwood, Tennessee, this 3rd day of October, 2001.

My Commission Expires: 05/28/03

Notary Public

G:\FDS\WS3\WPDOCS\QCOC\TWDSGP.WPD

Exhibit "A"

File Box 19B

THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY AT LAW
Brentwood Executive Center
761 Old Hickory Blvd, Suite 102
Brentwood, TN 37027(Prepared solely from information provided by the parties to the agreement)

PARTNERSHIP AGREEMENT

FOR

October Woods, G.P., a Tennessee General Partnership

THIS AGREEMENT is made and entered into this the 25th.day of September, 2001, by and between, Paul E. Johnson, Jeffrey P. Johnson, Stacy J. Carter and husband, Buford W. Carter (as tenants by the entirety) and Lori J. Kelley, as tenants in common, as to a four-fifths (4/5ths.) undivided interest (collectively referred to as "Johnson") and B & Y, a Tennessee General Partnership composed of Fred Yazdian, Sam Yazdian and Abe Yazdian (hereinafter referred to as "B & Y"), as to a one-fifth (1/5th.) undivided interest, the " **Partners**".

W I T N E S S E T H :

THAT WHEREAS, the said Johnson and B & Y are desirous of becoming members of a Partnership to engage in the business of ownership, developing, and/or resale of real property (and related activities thereto); and,

WHEREAS, Johnson and B & Y have agreed to certain terms and conditions which shall be used to manage and control the said Partnership.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations between the said Johnson and B & Y agree as follows:

1. The name of the Partnership shall be **October Woods, G.P., a Tennessee General Partnership**, and the principal address of the Partnership shall be October Woods, G.P., in care of Paul E. Johnson, 3180 Old Franklin Road, Antioch, Davidson County, Tennessee 37013, or such other place as the Partners may agree upon from time to time.

2. The Partnership shall commence immediately and shall continue for a period of twenty (20) years or until terminated by Agreement of the Partners or as otherwise herein provided.

3. Title to and all profit and/or losses arising from the Partnership shall be divided among the Partners as follows:

Johnson	-	80 %
B & Y	-	20 %

4. Book of account, together with all other correspondence, papers and other documents shall be at all times open to the examination of either of the Partners.

5. The Partners shall meet at reasonable times to make decisions on such matters as may be necessary.

6. Johnson and B & Y agree that the purpose of the partnership shall be to engage in the ownership, development, and/or resale of real property titled in the name of the partnership (the "Property") and related activities thereto. Johnson and B &Y have unanimously agreed that Paul E. Johnson shall be designated as the Managing General Partner and as said Managing General Partner shall be responsible for the day to day operation of the Business, including but not limited the execution of contracts, executing deeds of conveyance, promissory notes, deeds

of trust and security instruments, establishing bank accounts, signing checks and any and all other ordinary and/or necessary actions required for the operation of the Partnership.

7. All Partnership money received from any and all sources shall be deposited in the name and to the credit of the Partnership in a bank or banks and may be withdrawn therefrom by checks signed by designated employees and/or Partners.

8. Each of the Partners shall be indemnified by the other(s) and held harmless against and from all claims, demands and rights of action which shall or may derive by virtue of anything done or omitted to be done by the other Partner(s) outside the scope of, or in breach of, this Agreement.

9. This Agreement shall be binding upon the heirs, representatives and assigns of the Partners.

10. The Partners may employ such public accounting firms, legal firms, financial advisors and other professional personnel, purchase property, make loans, enter into contracts to lease all or any part of its property for terms which may extend beyond the duration of the Partnership, or do any other act agreed upon by the Partners in writing.

11. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement and the application of such provision to any person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the fullest extent provided by law.

12. This Agreement shall be construed and enforced in accordance with the laws of the

State of Tennessee. Any person succeeding to the interest of a Partner shall succeed to all such Partner's rights, interests and obligations hereunder, subject to and with the benefit of all terms and conditions of this Agreement, including the restrictive conditions contained herein.

13. This Partnership shall terminate upon the first to occur of the following events:

(a) By mutual agreement of the Partners.

(b) Upon the expiration of the term of the Partnership.

Upon any such termination and liquidation of the Partnership, the funds shall first be used to pay the creditors of the Partnership who are not Partners; the next funds shall be used to pay creditors of the Partnership who are Partners; the next funds shall be used toward payment of each individual Partner's Capital Account (on a pro-rata basis); and, if any funds remain, the balance of the funds shall be distributed to the Partners in accordance with the provisions of Paragraph No. 3 hereinabove.

14. The Partners agree that neither Partner to this Agreement may sell, transfer, encumber or assign its partnership interest, without the prior written consent of the remaining Partner.

15. The said Johnson and B & Y, by the execution of this Agreement by each respective party, covenants and affirms, that each possesses the requisite authority to enter into this Partnership Agreement and the ratification of the terms and conditions recited herein.

This instrument has been executed by Paul E. Johnson, as Attorney in Fact for the designated parties, under the powers granted by the Power of Attorney of record in Instrument No.200001190006214, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and date set opposite their names.

9/25/01
Date

Paul E Johnson
Paul E. Johnson

9/25/01
Date

Jeffrey P. Johnson by Paul E Johnson
Jeffrey P. Johnson,
by: Paul E. Johnson, Attorney in Fact

9/25/01
Date

Stacy J. Carter Buford W. Carter
by Paul E Johnson
Stacy J. Carter and husband, Buford W. Carter
by: Paul E. Johnson, Attorney in Fact

9/25/01
Date

Lori J. Kelly by Paul E Johnson
Lori J. Kelly,
by: Paul E. Johnson, Attorney in Fact

B & Y, Tennessee General Partnership

9/25/01
Date

BY:
Fred Yazdian, General Partner

Map & Parcels

Lot 80 - 183-05-0-A 1436o
Lot 81 - 183-05-0-A 144 co
Lot 82 - 183-05-0-A 145 co
Lot 83 - 183-05-0-A 146 co

Lot 147 - 183-05-0-A 185 co
Lot 172 - 183-05-0-A 186 co
Lot 175 - 183-05-0-A 189 co

Lot 43 - 183-05-0-A 214 co
215 co
Lot 44 - " 216 co
Lot 45 " 217 co
Lot 46 " 218 co
Lot 47 " 219 co
Lot 48 " 220 co
Lot 49 " 246 co
Lot 55 " 247 co
Lot 56 " 248 co
Lot 57 " 249 co
Lot 58 " 250 co
Lot 59 " 251 co
Lot 60 " 252 co
Lot 61 " 253 co
Lot 62 " 254 co
Lot 63 " 255 co
Lot 64 " 256 co
Lot 65 " 228 co
Lot 524 " 229 co
Lot 525 " 232 co
Lot 528 " 233 co
Lot 529 "