Davidson County DOT
Recvd: 08/20/07 11:01 7 pgs
Fees:38.00 Taxes:264.50
20070820-0099251

After Recording Return to:
Robert L. Scruggs, Attorney
2525 21st Avenue South, 2nd Floor
Nashville, Tennessee 37212

This Instrument Was Prepared by:
Robert L. Scruggs, Attorney

Maximum principal indebtedness for Tennessee recording tax purposes is **$232,000.00.**

DEED OF TRUST AND FIXTURE FILING

☒ If box is checked, this Deed of Trust secures advances to be made under either a ☒ Construction Loan Agreement, or a ☐ HomeMade Banking Line Account Agreement as indicated.

☐ IF BOX IS CHECKED, THIS IS AN "OPEN END MORTGAGE", AS DEFINED IN CHAPTER 287, 1987 PUBLIC ACTS OF TENNESSEE, AND BORROWER(S) HEREBY ACKNOWLEDGE(S) NOTICE THAT SAID PUBLIC CHAPTER 287 GIVES BORROWER(S) THE RIGHT, BY COMPLYING WITH ITS PROVISIONS, TO REDUCE THE LIMIT ON THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS DEED OF TRUST. THE REQUIRED NOTICE OF LIMITATION SHALL BE SERVED ON LENDER IN THE FORMAT AND AT THE ADDRESS STATED IN THE OPEN-END CREDIT AGREEMENT.

☒ If box is checked, this Deed of Trust secures OBLIGATORY advances to be used for commercial purposes.

THIS DEED OF TRUST, made this **15th day of August, 2007**, is from **Corinthian Custom Homes, Inc.**, a Tennessee corporation, (the "Borrower"), to **W. Dale Maxfield, Sr.**, a resident of Davidson County, Tennessee (the "Trustee"), to secure obligations owed to **Fifth Third Bank, N.A.**, Nashville, Tennessee, (the "Lender").

Borrower, in consideration of the indebtedness herein received, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has this day bargained and sold and does hereby **Davidson** County, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 278 on the Final Plat of Riverwalk, Phase 4B, of record as Instrument No. 20060907-0110507, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Corinthian Custom Homes, Inc., a Tennessee corporation, by deed from Riverwalk Development Partners, Inc., a Tennessee corporation, of record as Instrument No. 20070213-0018233 Register's Office for Davidson County, Tennessee.

together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to the property.

The property is ☐ improved ☒ unimproved and is located at **Lot 278, Riverwalk S/D, Phase 4B, Nashville, TN 37221.**

The Borrower hereby expressly waives and conveys to the Trustee his statutory right of redemption; and, all homestead, dower and all other exemptions and marital rights TO HAVE AND TO HOLD the property to the above named Trustee, and his successors and assigns forever.

Borrower covenants that Borrower has good right, full power, and lawful authority to convey the property to the Trustee; that Borrower will warrant and defend the title to the property against all claims.

Borrower covenants that Borrower is lawfully seized of the property and that the same is free and clear of all taxes, liens and encumbrances whatsoever, except the following: (if none, so state)

But this conveyance is made in trust to secure the payment of the following described indebtedness:

One promissory note in the original principal amount of $232,000.00 executed by Corinthian Custom Homes, Inc., a Tennessee corporation, of even date herewith, due and payable according to the terms and conditions thereof.

This conveyance shall secure all extensions, renewals, modifications and changes in form of said indebtedness and the instrument(s) evidencing same. The terms of said indebtedness are incorporated hereby by reference as fully as if copied herein verbatim.

This conveyance shall also secure the payment of any other indebtedness, presently existing or hereafter arising, of any type or kind, direct or contingent, owed or to be owed by Borrower (or any one of the Borrowers) to Lender; and this Deed of Trust shall remain in full force and effect until all obligations secured hereby are fully paid; provided, however, this Deed of Trust shall not secure any such other credit subject to the provisions of Regulation Z of the Board of Governors of the Federal Reserve System unless any required Notice of the Right to Cancel has been given.

All indebtedness secured under this Deed of Trust is sometimes hereinafter collectively referred to as the "Secured Obligations".

THE BORROWER COVENANTS, WARRANTS AND AGREES AS FOLLOWS:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** To promptly pay the principal of and the interest on the Secured Obligations. All principal after any acceleration of maturity as hereinafter provided shall bear interest at the highest rate permissible under applicable law.

2. **APPLICATION OF PAYMENTS.** All payments received by Lender on the Secured Obligations shall be applied first to interest and then to principal payable on the instrument evidencing said indebtedness and all other secured obligations in the order and manner as Lender shall determine, subject only to the provisions herein.

3. **ESCROW PAYMENTS.** If required by Lender to make deposits with Lender, in a non-interest bearing account, of a sum to cover the estimated yearly taxes and assessments levied against the property and insurance premiums, that deposit must be made at the same time as the periodic installments of principal and interest are payable. The periodic escrow deposit must be equal to the sum of the total estimated escrow amount divided by the number of periodic installments to be made in one year. Such deposits shall be applied by Lender to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums, when due shall be payable by Borrower on demand. Upon any default under this Deed of Trust, Lender may apply any funds in said account to any secured obligation then due. Lender shall have the right to hold the said deposits without interest or earnings in any manner which Lender selects and may commingle the deposits with other money held by Lender. If the amount of the deposits held by Lender shall exceed at any time the amount deemed necessary by Lender to provide for such taxes, assessments, and insurance, as they become due, such excess shall be credited to Borrower in such manner as Lender may determine. Upon payment in full of all secured obligations, Lender shall credit to Borrower any remaining deposits held by Lender.

   Lender may at any time hereafter at its option waive, and after such waiver reinstate any and all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Borrower in writing of such waiver or reinstatement. While any such waiver is in effect, Borrower will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in the Deed of Trust.

4. **PROTECTION OF TITLE AND POSSESSION OF THE PROPERTY.** As long as any of the Secured Obligations remain unpaid: to remove from the property all liens (except as listed on the first page hereof) or other claims, statutory or otherwise; to protect the title and possession of the property; and to pay when the same shall become due and before any

interest or penalty for nonpayment attached thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed (unless same is being contested in good faith) upon the property or the interest therein created by this Deed of Trust, or which by the laws of Tennessee may be levied or assessed against said Borrower or its interest in the property, or the debt hereby secured, or upon this Deed of Trust, and deliver the official receipts therefor to the Lender.

5. **PRESERVATION OF THE PROPERTY.** To abstain from the commission of waste on the property and to keep the buildings thereon and equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of government, affecting the property.

6. **INSURANCE ON THE PROPERTY.** To keep said buildings, and any which may hereafter be erected upon the property, insured against loss or damage by fire and such other hazards or risks as may be required by said Lender in such amount or amounts as may be required by said Lender, with such insurance company(ies) as the Lender may approve, and to deliver to the Lender, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any of the secure obligations shall remain unpaid, having attached to said policies such mortgage indemnity clause as the Lender shall direct. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. All insurance carried shall be satisfactory to Lender. In all such policies of insurance, Borrower shall name Lender as first insured loss payee and shall provide that Lender will receive at least thirty (30) days notice prior to cancellation or modification of coverage. In the event of loss, Borrower shall give immediate written notice to Lender. The insurance company(ies) concerned is/are hereby authorized and directed to pay such loss directly to Lender. The insurance proceeds, or any part thereof, may be applied by Lender, at its option, either to reduce the Secured Obligations or to repair or replace the improvements covered by said policy. The Borrower hereby appoints the Lender, or any of its officers, agents, or employees as Borrower's attorney-in-fact to endorse Borrower's name on any such insurance proceeds check or draft which may be payable to Borrower. Lender may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Borrower fails to replace said insurance within ten (10) days after being notified that the insurance policy or the insuring company is no longer approved by Lender. In case of sale under foreclosure hereof, all such insurance may be canceled and the Lender shall be authorized to collect the unearned premium on any such policy and apply the same to any unpaid secured obligation.

7. **CHARGE FOR TAXES, INSURANCE AND OTHER.** In case the Borrower shall neglect or refuse to keep the property in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any liens, statutory or otherwise, on the property, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to the Lender, as aforesaid, then the Lender may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expense thereon, redeem the property which may have been sold or forfeited for taxes or assessments thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time, as the Lender may deem proper. Any sums which may be so paid out by the Lender, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the property, when necessary to protect the lien hereof, shall bear interest from the date of such payments at the highest rate permissible under applicable law, and shall be paid by the Borrower to Lender upon demand and shall be deemed a part of the Secured Obligations, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax titles so purchased, paid, or redeemed by Lender shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed. Payments by the Lender for and on behalf of the Borrower of any such delinquent tax or insurance premium, properly payable by Borrower under the terms of this Deed of Trust, shall not cure Borrower's default herein described.

8. **COURT COSTS AND ATTORNEY'S FEES.** In the event Lender or Trustee, or successors or assigns, shall hereafter appear in any court or tribunal whatever, to defend the

title or possession of property or the lien thereon created by this Deed of Trust, or appear in court to prove the Secured Obligations, all costs and expenses of such appearance, together with a reasonable attorney's fee, shall be allowed to Lender and/or Trustee (as the case may be), and costs, expenses and attorney's fees shall bear interest at the highest rate permissible under applicable law, from the date of payment by Lender or Trustee and shall be an additional lien upon the property, concurrent with and collected in the same manner as the balance of the Secured Obligations.

9. **CONDEMNATION.** In the event damages are paid or awarded for the taking of or injury to the Property, whether such taking or injury be done under the power of eminent domain or otherwise, any and all such payments, awards and damages arising thereunder shall be paid to Lender, to be applied at the option of Lender toward the satisfaction of any secured obligation whether or not said indebtedness be then due.

10. **COMPLETION OF CONSTRUCTION.** In the event new buildings and improvements are now being or are to be erected or placed on the Property (that is, if this is a construction loan mortgage) and if Borrower does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Lender, on or before thirty (30) days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty (30) days, then and in either event, all the Secured Obligations and interest thereon shall at once become due and payable. But Lender may at its option enter into and upon the Property and complete the construction of the said buildings and improvements. Borrower hereby gives to Lender full power and authority to enter into all the necessary contracts and arrangements as are necessary to complete the said buildings and improvements, and moneys extended by Lender in connection with such completion of construction shall be added to the principal amount of the Secured Obligations, and shall be payable to the Lender on demand, with interest at the highest rate permissible under applicable law. Any such failure to complete construction or any such cessation of work or abandonment shall constitute waste.

11. **LATE CHARGE.** Borrower, at the option of Lender, shall pay a "late charge" not exceeding five percent (5%) of any said aggregate monthly installments when paid more than fifteen (15) days after the due date thereof (provided that in no event shall said "late charge" result in the payment of interest in excess of the maximum interest permitted by law), to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the Secured Obligations, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

12. **LENDER'S CONSENT TO TRANSFER THE PROPERTY.** If Borrower should convey the Property, or any interest therein, to any other party, or should place another lien against the Property without first obtaining the written consent of Lender, the Secured Obligations, together with interest, shall become immediately due and payable at the option of the Lender.

13. **OTHER LIEN ON THE PROPERTY.** In every instance where Borrower shall fail to pay when due any amount which is secured by a lien on the Property, the same shall constitute default hereunder, and Lender, at its option may, without limitation, but by way of specific inclusion, do any of the following:

    Demand payment of the Secured Obligations with accrued interest, service fee and charges;

    Advance the funds necessary to satisfy the amount secured by any prior lien and demand payment within thirty (30) days from the date of said advance, together with interest thereon at the same rate indicated in the evidence of the indebtedness, all of which shall be secured by this Deed of Trust;

    Advance the funds necessary to satisfy the amount secured by any prior lien and add the same to the Secured Obligations, which advance will bear interest and service fee at the rate provided for the obligation first described above, all of which shall be secured by this Deed of Trust.

14. **INSPECTION.** Lender may enter upon and inspect the Property at any time.

15. **FORBEARANCE BY LENDER NOT A WAIVER.** Forbearance by Lender in exercising any right or remedy hereunder, or any related right or remedy otherwise afforded by law, shall not be a waiver of, or preclude the subsequent exercise of any such right or remedy. Any indulgence in Borrower's departure from the terms of this Deed of Trust shall not prejudice Lender or Trustee's right to require strict compliance herewith. The receipt by Lender of any past due payments of the Secured Obligations, either before or after acceleration, shall not deprive Lender of the right to accelerate the maturity of the Secured Obligations or of any other right of enforcement existing pursuant to the terms of this Deed of Trust. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Secured Obligations because of default hereunder.

16. **RELEASE OF LIEN.** If the Borrower pays the Secured Obligations in full when due, and performs all of the foregoing covenants and agreements, then this Deed of Trust shall become void and the legal title to the property shall revest in the Borrower, and proper satisfaction and release of record will be entered at the expense of the Borrower.

17. **ASSIGNMENT OF RENTS.** Borrower hereby assigns to Lender all rents, revenues, incomes and profits of the Property, including those now or hereafter due, subject only to the condition that Lender shall not collect such rents, revenues, incomes and profits so long as Borrower is not in default under this Deed of Trust. Upon default, Lender may notify any tenant of the property of its intent to exercise its rights under this assignment. Borrower agrees that commencing upon delivery of such notice, any tenant of the property shall pay all accrued and subsequent rents to Lender or Lender's agents, without any liability on the part of tenant to inquire further as to the existence of a default by Borrower. Lender's right to receive such rents shall not be affected by the institution of any bankruptcy, reorganization or insolvency proceedings by or against Borrower. The Borrower appoints the Lender as his attorney-in-fact for the purpose of endorsing his name on any checks or drafts which represent rents, revenues, incomes or profits of the Property.

18. **DEFAULT AND FORECLOSURE.** If Borrower shall fail to pay any of the Secured Obligations when due, or shall fail to keep and well and truly perform any of the covenants and agreements herein made by Borrower, or should a creditor, receiver or trustee in bankruptcy obtain any interest in the Property, or should any party obtain an interest by execution, attachment or sale in accordance with the orders of any court of competent jurisdiction, or by means other than inheritance or devise, or should any governmental agency institute a forfeiture or confiscation proceeding as to the Property because of its alleged illegal use, or in the event there shall be any default in the payments, terms or provisions of any liens against a portion or all of the Property or should the Lender have any reasonable cause to deem itself insecure, then in any such events the Secured Obligations shall, at the option of the Lender thereof, and without notice to the Borrower, become immediately due and payable, and this Deed of Trust may be foreclosed by a judicial proceeding, or the Trustee, or his duly appointed agent, is authorized and empowered to enter and take possession of the property and, before or after such entry, to advertise the sale of said property or any part thereof, once each week for three (3) consecutive weeks, giving notice of the same, place and date of sale, which shall be not less than twenty (20) days after the date of publication of first notice and of the terms of sale, in a newspaper published in the county where the property is located, if any there be, and sell the property or any portion thereof at the option of the Trustee, either on the premises or at the courthouse door in the county where the property lies, to the highest and best bidder for cash (or for credit against the Secured Obligations if the Lender is the highest bidder) free from the statutory right of redemption, homestead, dower and all other exemptions and marital rights, all of which are hereby expressly waived and conveyed, and said Trustee shall execute a deed and convey his interests in the property to the purchaser. The Borrower agrees to give immediate possession of the Property to the Trustee or the purchaser without obstruction, hindrance, or delay and Borrower will from that moment become and be a tenant at will of the purchaser, removable by process (as upon a forcible and lawful detainer), the Borrower further agreeing to pay the purchaser the reasonable rental value of the Property from and after said sale together with all costs and fees resulting from the forcible detainer action which the Trustee or the purchaser may have to prosecute to obtain possession of the Property.

19. **LIEN ON PROCEEDS.** Without limitation, the lien of this Deed of Trust shall extend and attach to the interest of the Borrower in the proceeds from any judicial or trust sale of the Property including, without limitation, the proceeds from sale by foreclosure of any prior

encumbrance to the extent that such proceeds exceed the amount necessary to satisfy such prior encumbrance. The Trustee, officer or other person in charge of any such sale or foreclosure is hereby authorized and directed to pay such excess proceeds to the Lender or such other holder of the Secured Obligations to the extent necessary to satisfy the same.

20. **TRUSTEE COMPENSATION.** Trustee shall be entitled to reasonable compensation for all services rendered (including, without limitation, the collection of rents and profits from the Property), and shall be reimbursed for all reasonable expenses, charges and attorney's fees, including fees for legal advice concerning its duties and rights in the property and title examinations.

21. **BOND.** The giving of bond, making oath, or the filing of an accounting by the Trustee or his successors is expressly waived.

22. **SUCCESSOR TRUSTEE.** Should the Trustee die, fail, refuse or become unable to act, or should there be any other reason satisfactory to Lender, or the legal holders of a majority of the unpaid Secured Obligations, the Lender or the legal holders of a majority of the unpaid Secured Obligations may name and appoint a successor to execute this trust, and the title, powers and authority herein conveyed to and vested in the aforementioned Trustee, shall be vested in said successor; which appointment shall be in writing, and shall be recorded in the Register's Office of the county in which the Property lies; and as to any such substitute Trustee like powers of appointment and substitutions shall exist in favor of Lender, its successors and assigns.

23. **NON-EXCLUSIVE POWERS AND REMEDIES.** The rights of Trustee and Lender arising under this Deed of Trust are in addition to all rights that Trustee or Lender may have at law or equity. No act of Trustee or Lender, including the institution of suit to recover any part of the Secured Obligations, shall be construed as an election to proceed under any one provision herein to the exclusion of any others or as an election of remedies to the bar of any other remedy allowed at law or in equity.

24. **CHOICE OF SECURITY.** Lender may proceed to foreclose against any of the property in such order as it may elect, and Borrower expressly waives any right it may have to require a marshalling of assets.

25. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT**. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in Tennessee for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the Uniform Commercial Code, and Grantor hereby grants Lender a security interest in such items. Grantor agrees that Lender may file this Deed of Trust instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust shall be sufficient as a financing statement. In addition, Grantor agrees to execute and deliver to Lender upon Lender's request any financing statements that Lender may require to perfect a security interest with respect to said items. Grantor shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Deed of Trust, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Deed of Trust.

26. **SEVERABILITY.** Should any provision or clause of this Deed of Trust be held invalid for any reason, the remaining provisions hereof shall be given effect to the extent possible absent the invalid provision. To this end, the provisions of this Deed of Trust are declared to be severable.

27. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective

heirs, executors, administrators, successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The term "Lender" shall include any payee of the secured obligations, or any transferee thereof, whether by operation of law or otherwise.

28. **AMENDMENT.** Any amendment to or modification of this Deed of Trust may be made by and between Borrower and Lender without necessity of joinder therein by Trustee. Any such amendment or modification, to be valid, must be made in writing, signed by Borrower and Lender.

29. **SUBSEQUENTLY ACQUIRED INTERESTS.** The lien of this Deed of Trust shall extend to all of Borrower's present and future interests, title and estate in the property (all such interests, title and estate being defined as a part of the property). Without limiting the foregoing, Borrower specifically agrees that the lien on the property created by this Deed of Trust shall extend to all Borrower's interests, title and estate in the property if Borrower should acquire fee simple title (or any lesser title, interest or estate) in or to the property or any part thereof, whether by exercise of an option to purchase, by operation of law, or otherwise. Borrower presently and hereby conveys all such future interests and title and estate including, but not limited to the fee simple interest with the same full general warranties of title as the property. The priority of the lien of this Deed of Trust shall be determined by the time of its original recording in the event that the Borrower shall acquire any such greater estate, title or interest in the property, the Borrower being estopped to deny the conveyance of such greater estate, title or interest herein. Further, Borrower acknowledges and agrees that the granting, conveying and warranting the title to the fee simple interest or any other greater estate has been relied upon by the Trustee and Lender and serves as a material inducement for the secured obligations.

30. **SINGULAR AND PLURAL.** Words used herein in the singular, when the text so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

31. **CAPTIONS.** The captions, numbers and subsections of this Deed of Trust are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph.

IN WITNESS WHEREOF, Borrower has hereunto set its hand this **15th day of August, 2007.**

PROPERTY ADDRESS:

Lot 278, Riverwalk S/D, Phase 4B
Nashville, Tennessee

BORROWER(S):

Corinthian Custom Homes, Inc.

By: _____
Nicholas S. Psillas, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a notary public in and for said County and State, personally appeared **Nicholas S. Psillas,** 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 **President of Corinthian Custom Homes, Inc.** the within named bargainor, a Tennessee corporation, and that as such **President,** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as **President**.

WITNESS my hand and official seal at Nashville, Tennessee, this **15th day of August, 2007.**

ROBERT L. SCRUGGS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires July 25, 2009

My commission Expires: _____

_____
NOTARY PUBLIC