BILL GARRETT, Davidson County
Trans:T20100045211 DEEDTRS
Recvd: 07/23/10 13:37 28 pgs
Fees:142.00 Taxes:0.00
20100723-0057898

This instrument prepared by:
Robert C. Goodrich Jr.
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
Fifth Third Bank Attn: Natalie Showley 200 E. Robinson Street, 10th Fl. Orlando, Florida 32801	Same	16400020700 15000013500 16400025800

CORRECTIVE SUCCESSOR TRUSTEE'S DEED

This Corrective Successor Trustee's Deed is made and entered into on this the 21st day of July, 2010, by Robert C. Goodrich Jr., Successor Trustee ("**Successor Trustee**"), to provide that notice has been given to this state in accordance with Tenn. Code Ann. § 35-5-104(b), to state that the land described herein is conveyed subject to the right of this state to redeem the land as provided for in Tenn. Code Ann. § 67-1-1433(c)(1), and to attach, as exhibits, a copy of the notice thus provided to the state and a copy of the written response of the state to the notice thus provided, which should have been provided for in, and attached to, that Successor Trustee's Deed which was recorded on June 21, 2010, as Instrument No. 20100622-0048725, Register's Office for Davidson County, Tennessee ("**Register's Office**").

WHEREAS, by *Deed of Trust For Commercial Purposes* dated February 27, 2003, of record as Instrument No. 20030228-0026794, Register's Office, as amended by that certain *Modification of Deed of Trust to Add Collateral*, of record as Instrument No. 20060817-0101454, Register's Office (as amended, the "**Deed of Trust**"), Windhaven Shores, Inc., a Tennessee corporation ("**Grantor**"), conveyed to John T. Flaugher, Trustee, the Property (as hereinafter defined) to secure payment to secure the payment of certain indebtedness described in the Deed of Trust ("**Indebtedness**"), which Indebtedness is presently held and owned by Fifth Third Bank ("**Lender**"); and

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

WHEREAS, the undersigned, Robert C. Goodrich Jr., has been duly appointed as Successor Trustee in the place and stead of John T. Flaugher, Trustee, by appointment recorded as Instrument No. 20091012-0094733, Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the *Nashville City Paper* that the Property would be sold at 12:00 noon CST on June 16, 2010, at the front door of

the Davidson County Courthouse, Nashville, Tennessee ("**Foreclosure Notice**"), such Foreclosure Notice appearing in said paper on May 24, May 31, and June 7, 2010; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, an agent of the Successor Trustee, at 12:00 noon CST on June 16, 2010, at the place specified in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Fifth Third Bank in response to its bid at the price of Five Hundred Ninety-Four Thousand and No/100 Dollars ($594,000.00), which was a credit bid (the "Credit Bid"), 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 in exchange for the Credit Bid, by these presents do transfer and convey unto Fifth Third Bank, its successors and assigns ("**Grantee**"), all of my right, title and interest in and to the following described real property, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given to Lender in the Deed of Trust to collect and apply such rents), royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust (collectively, the "**Property**"):

TRACT 1:

Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey by MEC, Inc., dated 4-16-02 and being more particularly described as follows:

Beginning at the northwesterly corner of Tract 2, thence along the easterly line of Tract 1-A, North 07 degrees 09' 02" East a distance of 420.81 feet to a new iron rod; thence along the northerly line of Tract 1-A, North 75 degrees 02' 50" West a distance of 217.19 feet to a new iron spike; thence along the easterly line of Sarah Lee Parker as recorded in Book 7683, Page 585, R.O.D.C.T., North 08 degrees 06' 04" East a distance of 358.94 feet to a new iron rod; thence along the northerly line of the herein described tract, South 74 degrees 52' 26" East a distance of 211.42 feet to an old iron rod; thence along the southerly line of W. L. Stinnett, South 80 degrees 14' 47" East a distance of 410.23 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 6120, Page 13, R.O.D.C.T., South 81 degrees 54' 40" East a distance of 235.15 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 7390, Page 115, R.O.D.C.T., South 80 degrees 50' 05" East a distance of 259.15 feet to an old iron rod; thence along the westerly line of Donald Wayne Turner as recorded in Book 9515, Page 87, R.O.D.C.T., South 08 degrees 32' 11" West a distance of 410.18 feet to an old iron rod; thence along the lines of Tract 4, South 08 degrees 31' 57" West a distance of 379.88 feet to an old

iron rod; thence North 80 degrees 10' 06" West a distance of 421.99 feet to an old iron rod; thence along the northerly line of Tract 2, North 80 degrees 09' 14" West a distance of 463.96 feet to the point of beginning and containing 17.84 acres or 777,311 square feet.

TRACT 2:

Land in Antioch, Nashville, Davidson County, Tennessee, being bounded on the North by Rowlett on the east by Hobson Pike on the South by Hamilton Church Road and on the West by Thomas and Associates and being described according to a survey by Campbell, McRae, and Associates Surveying, Inc., Nashville, Tennessee (John Hood TN R.L.S. #1838) dated 11-28-01 more particularly described as follows:

Beginning at a iron rod (old) on the northerly margin of Hamilton Church Road, said rod being the southeast corner of the Thomas and Associates Land (Book 9515, Page 84, R.O.D.C.T.) and being located S 51 degrees 08' 19" E 260 feet from a iron rod (old) at the southwest corner of said Thomas and Associates land and being the southwest corner of the herein described tract of land; thence leaving said northerly margin of Hamilton Church Road with the easterly line of said Thomas and Associates N 26 degrees 20' 41" E 365 feet to a iron rod (old), said rod being a corner to the James H. Rowlett land (Book 9515, Page 90, R.O.D.C.T.); Thence with the southerly line of said Rowletts 50 degrees 45' 17" E 323.43 feet to a iron rod (old) on the westerly margin of Hobson Pike; thence with said westerly margin S 43 degrees 43' 48" W 85 feet to a concrete R.O.W. monument (old); thence continuing with said westerly margin S 42 degrees 04' 14" W 168.46 feet to a iron rod (new); thence S 66 degrees 00' 30" W 62.39 feet to a iron rod (new) on the northerly margin of said Hamilton Church Road; thence with said Northerly margin N 61 degrees 21' 00" W 125.42 feet to a concrete R.O.W. Monument (old); thence S 29 degrees 00' 00" W 10.00 feet to a iron rod (new), containing 89936.91 Sq. ft. for 2.06 acres more or less.

TRACT 3:

Land in the 3rd Civil District of Davidson County, Tennessee, according to a survey by Rex Northcutt, License No. 77, Northcutt Surveying, Shelbyville, TN, dated September 20, 1994, and being more particularly described as follows:

Beginning at a metal pin at a fence corner post on the north margin of Hamilton Church Road at the southeast corner of the W. H. Rowlett property, and being the southwest corner of the property herein described; thence leaving the north margin with the east line of the said Rowlett property, North 7 deg. 10' 40" East 564.20 feet to a metal pin at a fence corner post at the northwest corner of the property herein described; thence South 80 deg. 06' 49" East 464.00 feet to a metal pin at the northeast corner of the property herein described; thence leaving said east line, South 26 deg. 20' 41" West 310.80 feet to a metal pin; thence South 26 deg. 20' 41" West 365.00 feet to a metal pin on the north margin of said

Hamilton Church Road, at the southeast corner of the property herein described; thence with the said north margin, North 61 deg. 08' 19" West 260.00 feet to the point of beginning and containing 5.02 acres more or less.

Being the same property conveyed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, by deed from Windhaven Shores, Inc., of record in Instrument No. 20030422-0052855, dated February 27, 2003, said Register's Office.

The street addresses of Tract 1 and Tract 2 do not exist or are not in common use. The street address of Tract 3 is believed to be 7086 Hamilton Church Road, Antioch, TN 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Property free from the statutory right of redemption, homestead, dower, and all other exemptions and marital rights, all of which are expressly waived in the 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 as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. 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 ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES 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 in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

(1) Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.

(2) Quitclaim Deed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, of record as Instrument No. 20030422-0052855, Register's Office.

(3) Tennessee Department of Revenue State Tax Lien of record as Instrument No. 20090527-0048571, Register's Office.

Pursuant to Tenn. Code Ann. § 67-1-1433(c)(1), notice has been given to the state as required and such notice is evidenced by the attached letter ("**Exhibit A**") and such response was acknowledged by the state as evidenced by "**Exhibit B**" attached hereto. The Property is conveyed subject to any rights that the state may have to redeem the land.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims, and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

Robt C. Goodrich

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 Successor 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, this 21st day of July, 2010.

Kathleen Patti Snow

Notary Public
My commission expires:

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
NOVEMBER 4, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Ninety-Four Thousand and No/100 Dollars ($594,000.00).

Affiant

Subscribed and sworn to before me
this the 21st day of July, 2010.

Notary Public
My commission expires:

KATHLEEN K. PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: NOVEMBER 4, 2013

STITES & HARBISON PLLC
ATTORNEYS

COPY

EXHIBIT A
CORRECTIVE SUCCESSOR
TRUSTEE'S DEED

SunTrust Plaza
401 Commerce Street
Suite 800
Nashville, TN 37219
[615] 244-5200
[615] 782-2371 Fax
www.stites.com

May 18, 2010

Allison A. Wiemer
(615) 782-2329
(615) 742-0732 FAX
awiemer@stites.com

HAND DELIVER

TENNESSEE DEPARTMENT OF REVENUE
Attention: Donera Adcox
Tax Enforcement Division
Andrew Jackson State Office Building
500 Deaderick Street
Nashville, Tennessee 37242

RE: T.C.A. § 67-1-1433 - Notice of Sale
Global Development, Inc.
Tract 1: 0 Hamilton Church Road, Antioch, Tennessee 37013;
Tract 2: 0 Hobson Pike, Antioch, Tennessee 37013; and
Tract 3: 7086 Hamilton Church Road, Antioch, Tennessee

Dear Ms. Adcox:

This firm represents Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, N.A., a national association, which holds a *Promissory Note* dated February 27, 2003, executed by Windhaven Shores, Inc. ("Windhaven") and Jerry D. Butler in the original principal amount of $1,939,000.00 (the "Note"). Said Note is secured by a *Deed of Trust for Commercial Purposes* dated February 27, 2003, of record as Instrument No. 20030228-0026794, Register of Deeds for Davidson County, Tennessee (the "Deed of Trust").

The property covered by the Deed of Trust was conveyed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, by *Quitclaim Deed* dated February 27, 2003, of record as Instrument No. 20030422-0052855, Register of Deeds for Davidson County, Tennessee (the "Quitclaim Deed"). A copy of the Quitclaim Deed is enclosed as **Exhibit A**. The *Application of Reinstatement following Administrative Dissolution/Revocation* of record as Instrument No. 20061130-0147835, said Register's Office (the "Application of Reinstatement"), shows Global Development, Inc. as changing its name to Global Construction, Inc. A copy of the Application of Reinstatement is enclosed as **Exhibit B**.

The Note is in default and demand for payment of the amount in default has been made, but such demand has not been honored. The holder of the Note and Deed of Trust, therefore, has declared the Note to be in default so that full payment of the Note is now required and has demanded that the property covered by the Deed of Trust, and hereinafter described, be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure.

It is my understanding that the State of Tennessee Department of Revenue has filed a Notice of State Tax Lien against the Property, as hereinafter defined. Therefore, this notice is being submitted to you pursuant to T.C.A. § 67-1-1433 as follows:

1. This notice is submitted on behalf of Fifth Third Bank by Stites & Harbison, PLLC, 401 Commerce Street, Suite 800, Nashville, Tennessee 37219.

2. The State of Tennessee Department of Revenue has filed a *Notice of State Tax Lien* ("State Tax Lien Notice") against Global Development, Inc. ("Global Development"), Entity ID No. 41-2079876. The address of Global Development as shown on the State Tax Lien Notice is 3612 Arcadia Circle, Antioch, TN 37013-4928. The State Tax Lien Notice for Global Development was dated May 21, 2009, and is of record as Instrument No. 20090527-0048571, recorded on May 27, 2009, Register's Office for Davidson County, Tennessee. A copy of the State Tax Lien Notice is enclosed as **Exhibit C**.

3. Numbered street addresses for Tract 1 and Tract 2 do not exist or are not in common use. The street address of Tract 3 is believed to be 7086 Hamilton Church Road, Antioch, TN 37013. Said property is more particularly described as that certain real property situated in Davidson County, Tennessee, as follows (the "Property"):

TRACT 1:

Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey by MEC, Inc., dated 4-16-02 and being more particularly described as follows:

Beginning at the northwesterly corner of Tract 2, thence along the easterly line of Tract 1-A, North 07 degrees 09' 02" East a distance of 420.81 feet to a new iron rod; thence along the northerly line of Tract 1-A, North 75 degrees 02' 50" West a distance of 217.19 feet to a new iron spike; thence along the easterly line of Sarah Lee Parker as recorded in Book 7683, Page 585, R.O.D.C.T., North 08 degrees 06' 04" East a distance of 358.94 feet to a new iron rod; thence along the northerly line of the herein described tract, South 74 degrees 52' 26" East a distance of 211.42 feet to an old iron rod; thence along the southerly line of W. L. Stinnett,

South 80 degrees 14' 47" East a distance of 410.23 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 6120, Page 13, RO.D.C.T., South 81 degrees 54' 40" East a distance of 235.15 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 7390, Page 115, R.O.D.C.T., South 80 degrees 50' 05" East a distance of 259.15 feet to an old iron rod; thence along the westerly line of Donald Wayne Turner as recorded in Book 9515, Page 87, R.O.D.C.T., South 08 degrees 32' 11" West a distance of 410.18 feet to an old iron rod; thence along the lines of Tract 4, South 08 degrees 31' 57" West a distance of 379.88 feet to an old iron rod; thence North 80 degrees 10' 06" West a distance of 421.99 feet to an old iron rod; thence along the northerly line of Tract 2, North 80 degrees 09' 14" West a distance of 463.96 feet to the point of beginning and containing 17.84 acres or 777,311 square feet.

TRACT 2:

Land in Antioch, Nashville, Davidson County, Tennessee, being bounded on the North by Rowlett on the east by Hobson Pike on the South by Hamilton Church Road and on the West by Thomas and Associates and being described according to a survey by Campbell, McRae, and Associates Surveying, Inc., Nashville, Tennessee (John Hood TN R.L.S. #1838) dated 11-28-01 more particularly described as follows:

Beginning at a iron rod (old) on the northerly margin of Hamilton Church Road, said rod being the southeast corner of the Thomas and Associates Land (Book 9515, Page 84, R.O.D.C.T.) and being located S 51 degrees 08' 19" E 260 feet from a iron rod (old) at the southwest corner of said Thomas and Associates land and being the southwest corner of the herein described tract of land; thence leaving said northerly margin of Hamilton Church Road with the easterly line of said Thomas and Associates N 26 degrees 20' 41" E 365 feet to a iron rod (old), said rod being a corner to the James H. Rowlett land (Book 9515, Page 90, R.O.D.C.T.); Thence with the southerly line of said Rowletts 50 degrees 45' 17" E 323.43 feet to a iron rod (old) on the westerly margin of Hobson Pike; thence with said westerly margin S 43 degrees 43' 48" W 85 feet to a concrete R.O.W. monument (old); thence continuing with said westerly margin S 42 degrees 04' 14" W 168.46 feet to a iron rod (new); thence S 66 degrees 00' 30" W 62.39 feet to a iron rod (new) on the northerly margin of said Hamilton Church Road; thence with said Northerly margin N 61 degrees 21' 00" W 125.42 feet to a concrete R.O.W. Monument (old); thence S 29 degrees 00' 00" W 10.00 feet to a iron rod (new), containing 89936.91 Sq. ft. for 2.06 acres more or less.

TRACT 3:

Land in the 3rd Civil District of Davidson County, Tennessee, according to a survey by Rex Northcutt, License No. 77, Northcutt Surveying, Shelbyville, TN, dated September 20, 1994, and being more particularly described as follows:

Beginning at a metal pin at a fence corner post on the north margin of Hamilton Church Road at the southeast corner of the W. H. Rowlett property, and being the southwest corner of the property herein described; thence leaving the north margin with the east line of the said Rowlett property, North 7 deg. 10' 40" East 564.20 feet to a metal pin at a fence corner post at the northwest corner of the property herein described; thence South 80 deg. 06' 49" East 464.00 feet to a metal pin at the northeast corner of the property herein described; thence leaving said east line, South 26 deg. 20' 41" West 310.80 feet to a metal pin; thence South 26 deg. 20' 41" West 365.00 feet to a metal pin on the north margin of said Hamilton Church Road, at the southeast corner of the property herein described; thence with the said north margin, North 61 deg. 08' 19" West 260.00 feet to the point of beginning and containing 5.02 acres more or less.

Being the same property conveyed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, by deed from Windhaven Shores, Inc., of record in Instrument No. 20030422-0052855, dated February 27, 2003, said Register's Office.

4. The Property herein described will be sold at public auction for cash on **Wednesday, June 16, 2010, at 12:00 noon CST** at the front door of the Davidson County Courthouse, Nashville, Tennessee. A copy of the Notice of Foreclosure is enclosed as **Exhibit D** and a copy of the Deed of Trust is enclosed as **Exhibit E**.

5. The approximate amount of principal indebtedness on the Note is $1,966,592.23 with accrued interest in the amount of $167,130.98 and late charges in the amount of $1,327.54 as of May 18, 2010. The per diem rate of interest for every day after that date is $416.53516. Accordingly, the total indebtedness secured by the Deed of Trust as of May 18, 2010, is approximately **$2,135,050.75**, plus the expenses and attorney fees incurred in connection with this foreclosure. It is anticipated that additional costs and expenses in this foreclosure will be approximately $5,000.

The Property herein described is also subject to the following encumbrances:

1. Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.

2. State Tax Lien Notice as described above.

Please accept this letter as the twenty-five (25) day notice required by T.C.A. § 67-1-1433 to be given to the Commissioner of the State of Tennessee Department of Revenue or her delegate.

Please advise me immediately of any deficiency or inadequacy in this notice.

Sincerely,

STITES & HARBISON, PLLC

Allison A. Wiemer

kps

Enclosures as stated

16616N:091339:835176:1:NASHVILLE

BOX 1

FROM
Windhaven Shores, Inc.

TO
Gary B. Fisher and wife, Brenda J. Fisher
and Global Development, Inc.

EXHIBIT A

Davidson County DEEDOC
Recvd: 04/22/03 10:27 2pgs
Fees:12.00 Taxes:0.00
20030422-0052855

QUITCLAIM DEED

Address of New Owner:	Send Tax Bills To:	Map & Parcel:
Windhaven Shores, Inc.	OWNER	150-00-0-135.00
3612 Arcadia Drive		161-00-0-258.00
Antioch, TN 37013		

THIS INSTRUMENT WAS PREPARED BY

Guaranty Title and Escrow Co.
2711 Murfreesboro Road, #200
Antioch, TN 37013

Prepared from information furnished by the parties

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is
$ -0-
Jack Williams
affiant
Subscribed and sworn to before me, this the 27th day of February, 2003.
Lori Holloway
Notary Public
My Commission Expires:

LORI HOLLOWAY NOTARY PUBLIC AT LARGE RUTHERFORD CO., TENN.
My Commission Expires Oct. 9, 2003

Windhaven Shores, Inc., do hereby quitclaim to Gary B. Fisher and wife, Brenda J. Fisher One-third interest and Global Development, Inc., Two-thirds interest its Heirs and Assigns, all its rights, title and interest in the following land located in Davidson County, Tennessee described as follows: To-Wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Unimproved (X)
This is improved property ( ) known as: Hobson Pike and Hamilton Church Road, Antioch, TN 37013

Witness my/our hand(s) this the 27th day of February, 2003.

Windhaven Shores, Inc.
By: Ralph Stevens
Ralph Stevens, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ralph Stevens, 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 the Windhaven Shores, Inc., a corporation, and that he as such President foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Nashville, Tennessee, this the 27th day of February, 2003.

Lori Holloway
Notary Public

Commission expires:

LORI HOLLOWAY NOTARY PUBLIC AT LARGE RUTHERFORD CO., TENN.
My Commission Expires Oct. 9, 2003

EXHIBIT "A"

Tract 1
Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey by MEC, Inc., dated 4-16-02 and being more particularly described as follows:

Beginning at the northwesterly corner of Tract 2, thence along the easterly line of Tract 1-A, North 07 degrees 09' 02" East a distance of 420.81 feet to a new iron rod; thence along the northerly line of Tract 1-A, North 75 degrees 02' 50" West a distance of 217.19 feet to a new iron spike; thence along the easterly line of Sarah Lee Parker as recorded in Book 7683, Page585, R.O.D.C., TN, North 08 degrees 06' 04" East a distance of 358.94 feet to a new iron rod; thence along the northerly line of the herein described tract, South 74 degrees 52' 26" East a distance of 211.42 feet to an old iron rod; thence along the southerly line of W.L. Stinnett, South 80 degrees 14' 47" East a distance of 410.23 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr., as recorded in Book 6120, Page 13, R.O.D.C., TN, South 81 degrees 54' 40" East a distance of 235.15 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr., as recorded in Book 7390, Page 115, R.O.D.C., TN, South 80 degrees 50' 05" East a distance of 259.15 feet to an old iron rod; thence along the westerly line of Donald Wayne Turner as recorded in Book 9515, Page87, R.O.D.C., TN, South 08 degrees 32' 11" West a distance of 410.18 feet to an old iron rod; thence along the lines of Tract 4, South 08 degrees 31' 57" West a distance of 379. 88 feet to an old iron rod; thence, North 80 degrees 10' 06" West a distance of 421.99 feet to an old iron rod; thence along the northerly line of Tract 2, North 80 degrees 09' 14" West a distance of 463.96 feet to the point of beginning and containing 17.84 acres or 777,311 square feet.

Being the same property conveyed to Windhaven Shores, Inc. by deed of record in Instrument 20030228-0026793, Register's Office for Davidson County, Tennessee.

Tract 2
Land in Antioch, Nashville, Davidson County, Tennessee, being bounded on the North by Rowlett on the east by Hobson Pike on the South by Hamilton Church Road and on the West by Thomas and Associates and being described according to a survey by Campbell, McRae and Associates Surveying, Inc., Nashville, Tennessee (John Hood TN R.L.S. #1838) dated 11-28-01 more particularly as follows:

Beginning at a iron rod (old) on the northerly margin of Hamilton Church Road, said rod being the southeast corner of the Thomas and Associates Land (Book 9515, Page 84, R.O.D.C., TN) and being located S 61 degrees 08' 19" E 260 feet from a iron rod (old) at the southwest corner of said Thomas and Associates land and being the southwest corner of the herein described tract of land; thence leaving said northerly margin of Hamilton Church Road with the easterly line of said Thomas and Associates N 26 degrees 20' 41" E 365 feet to a iron rod (old), said rod being a corner to the James H. Rowlett land (Book 9515, Page 90, R.O.D.C., TN); thence with the southerly line of said Rowletts 50 degrees 45' 17" E 323.43 feet to a iron rod (old) on the westerly margin of Hobson Pike; thence with said westerly margin S 43 degrees 43' 48" W 85 feet to a concrete R.O.W. monument (old); thence continuing with said westerly margin S 42 degrees 04' 14" W 168.46 feet to a iron rod (new); thence S 66 degrees 00' 30" W 62.39 feet to a iron rod (new) on the northerly margin of said Hamilton Church Road; thence with said Northerly margin N 61 degrees 21' 00" W 125.42 feet to a concrete R.O.W. monument (old); thence S 29 degrees 00' 00" W 10.00 feet to a iron rod (new). Containing 89936.91 Sq. ft. for 2.06 acres more or less.

Being part of the same property conveyed to Windhaven Shores, Inc., by deed of record in Instrument 20011204-0133239, and Instrument 20030224-0023907, Register's Office for Davidson County, Tennessee.

Tract 3
Land in the 3rd Civil District of Davidson County, Tennessee, according to a survey by Rex Northcutt, License No. 77, Northcutt Surveying, Shelbyville, TN, dated September 20, 1994, and being more particularly described as follows:

Beginning at a metal pin at a fence corner post on the north margin of Hamilton Church Road at the southeast corner of the W. H. Rowlett property, and being the southwest corner of the property herein described; thence leaving the north margin with the east line of the said Rowlett property, North 7 deg. 10' 40" East 564.20 feet to a metal pin at a fence corner post at the northwest corner of the property herein described; thence South 80 deg. 06' 49" East 464.00 feet to a metal pin at the northeast corner of the property herein described; thence leaving said east line, South 26 deg. 20' 41" West 310.80 feet to a metal pin; thence South 26 deg. 20' 41" West 365.00 feet to a metal pin on the north margin of said Hamilton Church Road, at the southeast corner of the property herein described; thence with the said north margin, North 61 deg. 08' 19" West 260.00 feet to the point of beginning and containing 5.02 acres more or less.

Being part of the same property conveyed to Windhaven Shores, Inc., by deed of record in Instrument 20020312-0030495, and Instrument 20030224-0023907, Register's Office for Davidson County, Tennessee.

EXHIBIT B

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

RECEIVED
STATE OF TENNESSEE
2006 NOV 30 AM 8:04
RILEY DARNELL
SECRETARY OF STATE

FILED

APPLICATION FOR REINSTATEMENT FOLLOWING ADMINISTRATIVE DISSOLUTION/REVOCATION

For Office Use Only
RECEIVED
STATE OF TENNESSEE
2006 NOV 30 AM 9:29
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement.

1. The name of the corporation is Global Development, Inc.

(Name change if applicable) Global Construction Inc.

2. The effective date of its administrative dissolution/revocation is 8-19-05 (must be month, day, and year).

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.
☒ has/have been eliminated. **[NOTE:** Please mark the applicable box.]

4. The corporate name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known is _____.

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

11-30-06
Signature Date

Global Development Inc.
Name of Corporation

Accountant
Signer's Capacity

Linda Hill
Signature

Linda Hill
Name (typed or printed)

YES/CLD/11-30-06

Davidson County CHARTER
Recvd: 11/30/06 11:58 1 pgs
Fees:7.00 Taxes:0.00
20061130-0147835

SS-4439 (Rev. 7/01) Filing Fee: $70.00 RDA 1678

5896 0587 5896 0635

N0007501 EXHIBIT C 5124136090519

TENNESSEE DEPARTMENT OF REVENUE

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. This lien exists on all property and all rights, title and interest in property acquired prior to or subsequent to the filing of this notice that belongs to the named taxpayer(s).

Notice is hereby given that there have been assessed taxes, penalty, and interest against the indicated taxpayer, which after demand for payment remain unpaid. The precise amount of the lien may be obtained from the State of Tennessee Tax Enforcement Division at (615) 741-7074.

FOR DEPARTMENT OF REVENUE USE ONLY

TAXPAYER:

GLOBAL DEVELOPMENT, INC.

D/B/A: GLOBAL DEVELOPMENT, INC.
3612 ARCADIA CIR
ANTIOCH TN 37013-4928

ENTITY ID:

001 41-2079876/000

001 41-2079876

COUNTY: DAVIDSON

This instrument was prepared by the Tennessee Department of Revenue.

Witness my hand, at Nashville, Tennessee, on May 21, 2009.

COMMISSIONER OF REVENUE

By: William E. Hodges
Delegate of Commissioner

FOR REGISTER USE ONLY .... PRINT OR STAMP

BOOK NO **PAGE NO.** **DATE** **TIME**

REGISTER

BILL GARRETT, Davidson County
Trans:T20090034812 LIENSTL
Recvd: 05/27/09 13:59 1 pgs
Fees:12.00 Taxes:0.00
20090527-0048571

BY:_____

RV-N0007501

EXHIBIT D

NOTICE OF FORECLOSURE

WHEREAS, Windhaven Shores, Inc., a Tennessee corporation ("Grantor"), by that certain *Deed of Trust For Commercial Purposes* dated February 27, 2003, of record as Instrument No. 20030228-0026794, Register's Office for Davidson County, Tennessee (the "Register's Office"), as amended by that certain *Modification of Deed of Trust to Add Collateral*, of record as Instrument No. 20060817-0101454, said Register's Office (as amended, the "Deed of Trust"), conveyed to John T. Flaugher, Trustee, that certain Property and all replacements and additions thereto (as hereinafter defined, the "Property") to secure the payment of certain indebtedness described in the Deed of Trust ("Indebtedness"), which Indebtedness is presently held and owned by Fifth Third Bank, an Ohio banking corporation ("Lender"); and

WHEREAS, default has occurred by Grantor's failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid; and

WHEREAS, Lender, the owner and holder of the Indebtedness, has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Robert C. Goodrich Jr. ("Successor Trustee"), has been duly appointed as Successor Trustee in the place and stead of John T. Flaugher, Trustee, by appointment recorded as Instrument No. 20091012-0094733, said Register's Office.

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 Deed of Trust, will on Wednesday, June 16, 2010, at 12:00 noon CST, at the front door of the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, offer for sale to the highest and best bidder for cash, and free from the equity of redemption and all other rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, *et seq.*, as amended from time to time, homestead, dower, and all other exemptions and marital rights, all of which are expressly waived in the Deed of Trust, certain real property situated in Davidson County, Tennessee, described as follows:

TRACT 1:

Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey by MEC, Inc., dated 4-16-02 and being more particularly described as follows:

Beginning at the northwesterly corner of Tract 2, thence along the easterly line of Tract 1-A, North 07 degrees 09' 02" East a distance of 420.81 feet to a new iron rod; thence along the northerly line of Tract 1-A, North 75 degrees 02' 50" West a distance of 217.19 feet to a new iron spike; thence along the easterly line of Sarah Lee Parker as recorded in Book 7683, Page 585, R.O.D.C.T., North 08 degrees 06' 04" East a distance of 358.94 feet to a new iron rod; thence along the northerly line of the herein described tract, South 74 degrees 52' 26" East a distance of 211.42 feet to an old iron rod; thence along the southerly line of W. L. Stinnett,

South 80 degrees 14' 47" East a distance of 410.23 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 6120, Page 13, RO.D.C.T., South 81 degrees 54' 40" East a distance of 235.15 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr. as recorded in Book 7390, Page 115, R.O.D.C.T., South 80 degrees 50' 05" East a distance of 259.15 feet to an old iron rod; thence along the westerly line of Donald Wayne Turner as recorded in Book 9515, Page 87, R.O.D.C.T., South 08 degrees 32' 11" West a distance of 410.18 feet to an old iron rod; thence along the lines of Tract 4, South 08 degrees 31' 57" West a distance of 379.88 feet to an old iron rod; thence North 80 degrees 10' 06" West a distance of 421.99 feet to an old iron rod; thence along the northerly line of Tract 2, North 80 degrees 09' 14" West a distance of 463.96 feet to the point of beginning and containing 17.84 acres or 777,311 square feet.

TRACT 2:

Land in Antioch, Nashville, Davidson County, Tennessee, being bounded on the North by Rowlett on the east by Hobson Pike on the South by Hamilton Church Road and on the West by Thomas and Associates and being described according to a survey by Campbell, McRae, and Associates Surveying, Inc., Nashville, Tennessee (John Hood TN R.L.S. #1838) dated 11-28-01 more particularly described as follows:

Beginning at a iron rod (old) on the northerly margin of Hamilton Church Road, said rod being the southeast corner of the Thomas and Associates Land (Book 9515, Page 84, R.O.D.C.T.) and being located S 51 degrees 08' 19" E 260 feet from a iron rod (old) at the southwest corner of said Thomas and Associates land and being the southwest corner of the herein described tract of land; thence leaving said northerly margin of Hamilton Church Road with the easterly line of said Thomas and Associates N 26 degrees 20' 41" E 365 feet to a iron rod (old), said rod being a corner to the James H. Rowlett land (Book 9515, Page 90, R.O.D.C.T.); Thence with the southerly line of said Rowletts 50 degrees 45' 17" E 323.43 feet to a iron rod (old) on the westerly margin of Hobson Pike; thence with said westerly margin S 43 degrees 43' 48" W 85 feet to a concrete R.O.W. monument (old); thence continuing with said westerly margin S 42 degrees 04' 14" W 168.46 feet to a iron rod (new); thence S 66 degrees 00' 30" W 62.39 feet to a iron rod (new) on the northerly margin of said Hamilton Church Road; thence with said Northerly margin N 61 degrees 21' 00" W 125.42 feet to a concrete R.O.W. Monument (old); thence S 29 degrees 00' 00" W 10.00 feet to a iron rod (new), containing 89936.91 Sq. ft. for 2.06 acres more or less.

TRACT 3:

Land in the 3rd Civil District of Davidson County, Tennessee, according to a survey by Rex Northcutt, License No. 77, Northcutt Surveying, Shelbyville, TN, dated September 20, 1994, and being more particularly described as follows:

Beginning at a metal pin at a fence corner post on the north margin of Hamilton Church Road at the southeast corner of the W. H. Rowlett property, and being the southwest corner of the property herein described; thence leaving the north margin with the east line of the said Rowlett property, North 7 deg. 10' 40" East 564.20 feet to a metal pin at a fence corner post at the northwest corner of the property herein described; thence South 80 deg. 06' 49" East 464.00 feet to a metal pin at the northeast corner of the property herein described; thence leaving said east line, South 26 deg. 20' 41" West 310.80 feet to a metal pin; thence South 26 deg. 20' 41" West 365.00 feet to a metal pin on the north margin of said Hamilton Church Road, at the southeast corner of the property herein described; thence with the said north margin, North 61 deg. 08' 19" West 260.00 feet to the point of beginning and containing 5.02 acres more or less.

Being the same property conveyed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, by deed from Windhaven Shores, Inc., of record in Instrument No. 20030422-0052855, dated February 27, 2003, said Register's Office;

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given to Lender in the Deed of Trust to collect and apply such rents), royalties, mineral, oil, timer and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust (collectively, the "Property").

The street addresses of Tract 1 and Tract 2 do not exist or are not in common use. The street address of Tract 3 is believed to be 7086 Hamilton Church Road, Antioch, TN 37013, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

A review of the records at the Register's Office disclosed that the Property may be subject to certain matters set forth below and that the persons named below may be interested parties, along with the persons named in the first paragraph of this Notice of Foreclosure:

1. Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.

2. Quitclaim Deed to Gary B. Fisher and wife, Brenda J. Fisher, one-third interest, and Global Development, Inc., two-thirds interest, of record as Instrument No. 20030422-0052855, Register's Office.

3. Tennessee Department of Revenue State Tax Lien of record as Instrument No. 20090527-0048571, Register's Office.

The foregoing matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale will be subject to them, and to the extent such matters do not take priority over the Deed of Trust under applicable law, the Property will not remain subject to them after the sale.

The sale will also be subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and any statutory rights of redemption not otherwise waived in the Deed of Trust, including the right of the state to redeem the Property as provided for in § 67-1-1433(b)(1), rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose. The notice required by § 67-1-1433(b)(1) to be given to the state has been timely given.

The Property is to be sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, **THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.** Successor Trustee will make no covenant of seisin or warranty of title, express or implied, and will sell and convey his interest in the Property by Successor Trustee's Deed as Successor Trustee only.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above, to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale, and to sell the Property with or without division if the Property consists of more than one parcel.

This 18th day of May, 2010.

/s/Robert C. Goodrich Jr.
Robert C. Goodrich Jr., Successor Trustee
STITES & HARBISON PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

INSERTION DATES:
MAY 24, 2010
MAY 31, 2010
JUNE 7, 2010

Box 1

Return to:

FRANKLIN NATIONAL BANK
230 Public Square
Franklin, TN 37064

This Instrument Prepared By:
Guaranty Title and Escrow Co.
211 Murfreesboro Road, #200
Antioch, TN 37013

EXHIBIT E

The maximum principal indebtedness for Tennessee recording tax purposes is $ 1,939,000.00

DEED OF TRUST FOR COMMERCIAL PURPOSES

THIS DEED OF TRUST is made this 27th day of February, XX 2003, among the Grantor(s), Windhaven Shores, Inc., _____ the "Borrower(s)"), the Trustee, John T. Flaugher, a resident of Franklin, Williamson County, Tennessee the "Trustee"), and the Beneficiary, FRANKLIN NATIONAL BANK, a national banking association with principal offices in Franklin, Tennessee, and its successors and assigns ("Beneficiary").

THIS DEED OF TRUST SECURES OBLIGATORY ADVANCES MADE FOR COMMERCIAL PURPOSES

BORROWER(S), in consideration of the indebtedness hereinafter recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, located in the County of Davidson, State of Tennessee:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, minerals, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust. All of the foregoing rights and properties are herein referred to as the "Property";

TO SECURE TO LENDER: (a) the repayment of the indebtedness evidenced by a promissory note dated February 27, XXX 2003 executed by Windhaven Shores, Inc., and Jerry D. Butler in the sum of $ 1,939,000.00, (the "Note") with interest, attorney's fees and costs of collection payable as provided in the Note, which is incorporated herein by reference, together with all modifications or extensions thereto, all renewals thereof, and all replacement notes therefor; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Borrower(s) herein contained (including legal fees); (c) the repayment of any future advances, with interest thereon, made to Borrower(s) by Lender; and (d) the repayment of any and all of Borrower's joint and several guarantee obligations, existing or hereafter incurred, and whether direct, indirect, or contingent, up to a principal amount of $ 1,939,000.00, plus interest, costs, and attorney fees thereon.

BORROWER(S) COVENANTS:

(a) That Borrower(s) is lawfully seized of the Property hereby conveyed and has the right to grant and convey the Property;

(b) That the Property is unencumbered except as follows: _____

and

(c) That Borrower(s) will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy that may be issued contemporaneously herewith insuring Lender's interest in the property.

BORROWER(S) AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Principal and Interest. Borrower(s), or the maker of the Note (if the maker of the Note is other than the Borrower(s)), shall pay promptly when due the principal and interest on the indebtedness evidenced by the Note, any prepayment penalty and/or late charges provided for in the Note, and the principal and interest on any other indebtedness and any future advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Lender shall have the right to require Borrower(s) to pay Lender on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over the Deed of Trust, and ground rents and all other lease payments owed to any lessor of the Property, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums, and rents.

If under paragraph 13 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of acquisition as a credit against the sums secured by this Deed of Trust.

Davidson County DOT
Recvd: 02/28/03 11:12 5pgs
Fees:28.00 Taxes:2227.55

20030228-0026794

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of all expenses, including but not limited to attorney's fees incurred by Lender in connection with any indebtedness secured hereby, then to interest payable on the Note and on future advances, if any, and then to the principal of the Note and to the principal of future advances, if any.

4. Charges; Liens. Borrower(s) shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the Property which may attain a priority over this Deed of Trust (and, if applicable, all rental payments owed to any lessor under any lease agreement or arrangement), at Lender's option in the manner provided under paragraph 2 hereof or by Borrower(s) making payment, when due, directly to the appropriate person. In the absence of written direction by Lender to the contrary, Borrower(s) shall make all payments directly to the appropriate person. Borrower(s) promptly shall furnish to Lender all notice of amounts due under this paragraph 4, and in the event Borrower(s) shall make payment directly, Borrower(s) promptly shall furnish to Lender receipts evidencing such payments. Borrower(s) promptly shall discharge any lien that has priority over this Deed of Trust; provided, that Borrower(s) shall not be required to discharge any such lien so long as Borrower(s) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, promptly instituted and diligently prosecuted legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower(s) shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower(s) subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower(s) making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee loss payable clause in favor of and in form acceptable to Lender. Lender shall hold the policies and renewals thereof, and Borrower(s) promptly shall furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower(s) shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower(s).

Unless Lender and Borrower(s) otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; provided if such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower(s). If the Property is abandoned by Borrower(s) or if Borrower(s) fails to respond to Lender within thirty (30) days after notice by Lender to Borrower(s) that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower(s) otherwise agree in writing, any such application of proceeds to principal of the Note or other indebtedness secured hereby shall be applied to the final installments of the Note or other indebtedness secured hereby and shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 or 2 hereof or change the amount of such installments.

If the Property is acquired by Lender under paragraph 13 hereof, all right, title, and interest of Borrower(s) in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Restrictions. Borrower(s) shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any laws, leases or restrictions affecting the Property.

7. Protection of Lender's Security. If Borrower(s) fails to perform any of the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced that materially and adversely affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a debtor under the Bankruptcy Code, then Lender at Lender's option, upon notice to Borrower(s), may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest secured hereby, including, but not limited to, disbursement of reasonable attorney's fees and entry upon Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower(s) secured by this Deed of Trust. Unless Borrower(s) and Lender agree to other terms and payments, such amounts shall be payable upon notice from Lender to Borrower(s) requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. NOTHING CONTAINED IN THIS DEED OF TRUST SHALL REQUIRE LENDER TO INSURE THE PROPERTY, PAY ANY EXPENSE OR DO ANY ACT HEREUNDER, OR OTHERWISE TO PROTECT, PRESERVE, OR MAINTAIN THE PROPERTY.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that Lender shall give Borrower(s) notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower(s), whether as owner, lessor, lessee, or otherwise, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, unless Borrower(s) and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower(s).

If the Property is abandoned by Borrower(s) or if, after notice by Lender to Borrower(s) that the condemnor offers to make an award or settle a claim for damages, Borrower(s) fails to respond to Lender within thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower(s) otherwise agree in writing, any such application of proceeds to principal of the Note or other indebtedness secured hereby shall be applied to the final installments of the Note or other indebtedness secured hereby and shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Transfer of the Property. In the absence of the Lender's prior written consent, if all or any part of the Property or any interest therein is sold or transferred (including, without limitation, (a) the transfer or disposition on any interest in the Property, whether real, personal, equitable, legal, tangible, intangible, or mixed, (b) the creation of a lien or encumbrance subordinate to this Deed of Trust, (c) the execution of a contract to sell or lease the Property, or (d) the filing of any tax lien, judgement lien, or other statutory lien against the Property, Lender may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

11. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower(s) hereby assigns to Lender the rents from any lease or sublease of the Property, although Borrower(s), prior to acceleration of any indebtedness secured hereby or abandonment of the Property, shall have the right to collect and retain such rents as they become due and payable. Nothing in this section shall waive Lender's right to grant or withhold consent to any lease or sublease.

Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or by a judicially appointed receiver or trustee, shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Borrower(s) hereby consent to the appointment of a receiver for such purpose. All rents collected by Lender or the receiver or trustee shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's or trustee's fees, premiums on receiver's or trustee's bonds, and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver or trustee shall be liable to account only for those rents actually received.

12. Future Advances. Upon request of Borrower(s), Lender, prior to release of this Deed of Trust, may make future advances to Borrower(s) (and/or to any persons liable on the Note) up to the original amount of the Note or the maximum amount secured hereby, whichever is greater. Such future advances, with interest thereon, shall be secured by this Deed of Trust unless the parties shall agree otherwise in writing.

13. Default, Acceleration, Foreclosure, and Remedies. If Borrower(s) shall pay all sums secured hereby when due and shall fully keep and perform all covenants and agreements contained herein and in the Note, this Deed of Trust shall become void and legal title to the Property shall vest in Borrower(s) and Lender shall release this Deed of Trust at the expense of Borrower(s). However, upon Borrower(s) breach of any covenant or agreement of Borrower(s) in the Note or in this Deed of Trust, including, but not limited to, the covenants to pay when due any sums secured by this Deed of Trust, Lender, at its option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand or notice and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale; Trustee shall advertise the sale of the Property or any part thereof once each week for three consecutive weeks, giving notice of the time, terms, and date of sale (which shall be not less than twenty-one (21) days after the date of publication of the first notice) in a newspaper published in the county where the Property lies, and Lender or Trustee shall mail a copy of the notice of sale to Borrower(s) in the manner provided in paragraph 19 hereof. If Trustee or Lender for any reason deems it advisable, Trustee may cancel and postpone the sale and, at his sole option, reschedule the sale and republish notice of the rescheduled sale in the manner prescribed by law. Trustee, without the necessity of making a demand on Borrower(s), shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder free from the equity of redemption and all other rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, et seq., as amended from time to time, homestead, dower, and all other exemptions and marital rights, all of which are hereby expressly waived and conveyed in favor of Lender by all persons signing this Deed of Trust. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at the sale by Trustee, to the extent that Lender's bid price is less than or equal to the total amount due and secured hereby (including principal, interest, expenses, and legal fees), Borrower(s) (or other person liable on the Note) shall receive a commensurate credit against the debt secured hereby; to the extent Lender's bid price exceeds the total amount secured hereby, Lender shall pay Trustee cash equal to such excess, and the remainder of bid price shall be credited against the sums secured hereby.

Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, if any, to the person or persons legally entitled thereto. If (c) cannot be easily determined, the Trustee or the Lender is authorized to interplead the surplus into a court of law or equity, naming all persons believed to have an interest in the surplus as parties, and the costs of such action (including attorney's fees) shall be borne first by the surplus and then by the Borrower.

14. Borrower(s)'s Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower(s) shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgement enforcing this Deed of Trust if: (a) Borrower(s) pays Lender all sums which would be then due under this Deed of Trust, the Note, and all evidences of future advances, if any, had no acceleration occurred; and (b) Borrower(s) cures all breaches of any other covenents or agreements of Borrower(s) contained in this Deed of Trust; and (c) Borrower(s) pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower(s) contained in this Deed of trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 13 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower(s) takes such action as Lender reasonably may require to assure that the lien of this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower(s), this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

15. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance of 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 indebtedness secured by this Deed of Trust.

16. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.

17. Governing Law; Severability: This Deed of Trust shall be governed by the law of the State of Tennessee. In the event that any provision or clause of this Deed of Trust of the Note or other evidence of indebtedness secured hereby conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note or other evidence of indebtedness secured hereby that can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note or other evidence of indebtedness secured hereby are declared to be severable.

18. Copy of Deed of Trust. Upon request, Borrower(s) shall be furnished a photostatic copy of this Deed of Trust at the time of execution or after recordation hereof.

19 Notice. Except for the method of publishing notice of foreclosure described in paragraph 13 hereof, any notice to Borrower(s) provided for in this Deed of Trust shall be given by mailing such notice by hand-delivery or by certified or first-class mail addressed to Borrower(s) at the following address:

Windhaven Shores, Inc.
3612 Arcadia Drive
Antioch, TN 37013

Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower(s) when hand-delivered or deposited in the mail.

20. Hazardous Substances. Borrower represents that the Property does not contain and is not affected by any hazardous or toxic waste, a hazardous or toxic substance, infectious material, substance or waste or other similar term as defined in any federal, state or local environmental statute, regulations, ordinance or decree, and that the Property is free from all asbestos in friable form, petroleum products, mining waste, fly ash, and agricultural chemical products.

21. Substitute Trustee. Lender, at Lender's option, from time to time may remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law. Neither the original Trustee nor any substitute trustee shall be required to make bond or oath or to file an inventory.

22. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower(s). The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

23. Obligatory Advances. As used in this Deed of Trust, the term "Obligatory Advances" shall have the same meaning as used in Tennessee Code Annotated Section 47-28-101, et. seq. The Borrower(s) and the Lender acknowledge that advances under the Note, and any extensions or renewals thereof, are Obligatory Advances.

IN WITNESS WHEREOF, Borrower(s) has executed this Deed of Trust as of the date first above written.

INDIVIDUAL BORROWER(S):

CORPORATE OR PARTNERSHIP BORROWER(S):

Windhaven Shores, Inc.

By: Ralph Stevens
Ralph Stevens, President

INDIVIDUAL

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said County and State, _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that _____ executed within instrument for the purposes therein contained.

Witness my hand, at Office, this _____ day of _____, 19 ____.

My Commission Expires: _____ Notary Public

INDIVIDUAL

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said County and State, _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that _____ executed within instrument for the purposes therein contained.

Witness my hand, at Office, this _____ day of _____, 19 ____.

My Commission Expires: _____ Notary Public

PARTNERSHIP

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said County and State, _____ with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at Office, this _____ day of _____, 19 ____.

My Commission Expires: _____ Notary Public

CORPORATION

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, _____, a Notary Public of said County and State, _____ with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at Office, this _____ day of _____, 19 ____.

My Commission Expires: _____ 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 Ralph Stevens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President, of the Windhaven Shore, Inc. corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation himself/herself as President. Witness my hand and official seal at Antioch, Tennessee, this 27th day of February, 2003.

NOTARY PUBLIC AT LARGE RUTHERFORD CO., TENN.

Kari Holloway
notary public

My Commission Expires Oct. 8, 2003

EXHIBIT "A"

Tract 1
Land in the 2nd Civil District of Davidson County, Tennessee, according to a survey by MEC, Inc., dated 4-16-02 and being more particularly described as follows:

Beginning at the northwesterly corner of Tract 2, thence along the easterly line of Tract 1-A, North 07 degrees 09' 02" East a distance of 420.81 feet to a new iron rod; thence along the northerly line of Tract 1-A, North 75 degrees 02' 50" West a distance of 217.19 feet to a new iron spike; thence along the easterly line of Sarah Lee Parker as recorded in Book 7683, Page585, R.O.D.C., TN, North 08 degrees 06' 04" East a distance of 358.94 feet to a new iron rod; thence along the northerly line of the herein described tract, South 74 degrees 52' 26" East a distance of 211.42 feet to an old iron rod; thence along the southerly line of W.L. Stinnett, South 80 degrees 14' 47" East a distance of 410.23 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr., as recorded in Book 6120, Page 13, R.O.D.C., TN, South 81 degrees 54' 40" East a distance of 235.15 feet to an old iron rod; thence along the southerly line of Harold B. Jackson, Sr., as recorded in Book 7390, Page 115, R.O.D.C., TN, South 80 degrees 50' 05" East a distance of 259.15 feet to an old iron rod; thence along the westerly line of Donald Wayne Turner as recorded in Book 9515, Page87, R.O.D.C., TN, South 08 degrees 32' 11" West a distance of 410.18 feet to an old iron rod; thence along the lines of Tract 4, South 08 degrees 31' 57" West a distance of 379. 88 feet to an old iron rod; thence, North 80 degrees 10' 06" West a distance of 421.99 feet to an old iron rod; thence along the northerly line of Tract 2, North 80 degrees 09' 14" West a distance of 463.96 feet to the point of beginning and containing 17.84 acres or 777,311 square feet.

Being the same property conveyed to Windhaven Shores, Inc. by deed of record in Instrument 20030228-0026793, Register's Office for Davidson County, Tennessee.

Tract 2
Land in Antioch, Nashville, Davidson County, Tennessee, being bounded on the North by Rowlett on the east by Hobson Pike on the South by Hamilton Church Road and on the West by Thomas and Associates and being described according to a survey by Campbell, McRae and Associates Surveying, Inc., Nashville, Tennessee (John Hood TN R.L.S. #1838) dated 11-28-01 more particularly as follows:

Beginning at a iron rod (old) on the northerly margin of Hamilton Church Road, said rod being the southeast corner of the Thomas and Associates Land (Book 9515, Page 84, R.O.D.C., TN) and being located S 61 degrees 08' 19" E 260 feet from a iron rod (old) at the southwest corner of said Thomas and Associates land and being the southwest corner of the herein described tract of land; thence leaving said northerly margin of Hamilton Church Road with the easterly line of said Thomas and Associates N 26 degrees 20' 41" E 365 feet to a iron rod (old), said rod being a corner to the James H. Rowlett land (Book 9515, Page 90, R.O.D.C., TN); thence with the southerly line of said Rowletts 50 degrees 45' 17" E 323.43 feet to a iron rod (old) on the westerly margin of Hobson Pike; thence with said westerly margin S 43 degrees 43' 48" W 85 feet to a concrete R.O.W. monument (old); thence continuing with said westerly margin S 42 degrees 04' 14" W 168.46 feet to a iron rod (new); thence S 66 degrees 00' 30" W 62.39 feet to a iron rod (new) on the northerly margin of said Hamilton Church Road; thence with said Northerly margin N 61 degrees 21' 00" W 125.42 feet to a concrete R.O.W. monument (old); thence S 29 degrees 00' 00" W 10.00 feet to a iron rod (new). Containing 89936.91 Sq. ft. for 2.06 acres more or less.

Being part of the same property conveyed to Windhaven Shores, Inc., by deed of record in Instrument 20011204-0133239, and Instrument 20030224-0023907, Register's Office for Davidson County, Tennessee.

Tract 3
Land in the 3rd Civil District of Davidson County, Tennessee, according to a survey by Rex Northcutt, License No. 77, Northcutt Surveying, Shelbyville, TN, dated September 20, 1994, and being more particularly described as follows:

Beginning at a metal pin at a fence corner post on the north margin of Hamilton Church Road at the southeast corner of the W. H. Rowlett property, and being the southwest corner of the property herein described; thence leaving the north margin with the east line of the said Rowlett property, North 7 deg. 10' 40" East 564.20 feet to a metal pin at a fence corner post at the northwest corner of the property herein described; thence South 80 deg. 06' 49" East 464.00 feet to a metal pin at the northeast corner of the property herein described; thence leaving said east line, South 26 deg. 20' 41" West 310.80 feet to a metal pin; thence South 26 deg. 20' 41" West 365.00 feet to a metal pin on the north margin of said Hamilton Church Road, at the southeast corner of the property herein described; thence with the said north margin, North 61 deg. 08' 19" West 260.00 feet to the point of beginning and containing 5.02 acres more or less.

Being part of the same property conveyed to Windhaven Shores, Inc., by deed of record in Instrument 20020312-0030495, and Instrument 20030224-0023907, Register's Office for Davidson County, Tennessee.

MODIFICATION OF DEED OF TRUST TO ADD COLLATERAL
[Modifies Deed of Trust of record as Instrument No. 20030228-0026794, RODC]

No Increase in Maximum Principal Indebtedness for Tennessee Recording Tax Purposes

THIS MODIFICATION OF DEED OF TRUST is by and between **WINDHAVEN SHORES, INC.** and **JERRY BUTLER,** hereinafter collectively referred to as the **"Grantor"**, and **FIFTH THIRD BANK, N.A.**, hereinafter referred to as the **"Lender"** and is executed in Nashville, Tennessee, on the date set forth above the signature herein below.

WITNESSETH:

WHEREAS, Grantor collectively entered into a Promissory Note payable to the order of Franklin National Bank (FNB Note #12146500) in the original principal amount of $1,939,000.00, dated February 27, 2003 (the "Note); and

WHEREAS, the Note was secured by a deed of trust of record as Instrument No. 20030228-0026794, Register's Office for Davidson County, Tennessee (the "Deed of Trust"); and

WHEREAS, Lender is a successor in interest in the Note by virtue of the merger of Franklin National Bank into Lender; and

WHEREAS, Lender and Grantor have agreed to amend the Deed of Trust to add additional collateral thereto;

NOW THEREFORE, for good and valuable consideration, the legal sufficiency of which is acknowledged and is recognized to have been received by each of the parties hereto, each party hereto agrees as follows:

The Deed of Trust is modified as follows:

A. Property: The term Property under the Deed of Trust shall be modified to include the real property described on Exhibit A hereto. The real property described on Exhibit A hereto shall, therefore, become additional collateral to secure the payment of the Note.

B. Not a Novation of Underlying Indebtedness; Remaining Terms and Conditions Unaffected: Neither any prior extension or modification, or this modification shall be construed to extinguish the indebtedness evidenced by the Note, nor to effect a novation of the Note, Deed of Trust, or any other document executed in connection therewith; all makers and/or guarantors, if any, of the subject indebtedness shall remain jointly and severally liable for the entire indebtedness referenced hereinabove, together with interest and/or other charges permitted by the terms and conditions of the underlying Note, Deed of Trust, or other loan documents, including, without limitation, reasonable attorneys fees in the event collection or judicial proceedings are initiated upon default.

C. Documents Made to Conform; No Other Changes: The Deed of Trust and all other pertinent loan documents relating thereto are hereby made to conform to the modifications stated herein. All remaining terms and conditions of the Deed of Trust and all other pertinent loan documents, which are not affected by this Modification Agreement, shall remain in full force and effect.

WHEREFORE, we have affixed our signatures and bind ourselves, and as applicable, our heirs, successors, and assigns on this 11 date of August, 2006.

GRANTOR:

WINDHAVEN SHORES, INC.

By: _____
Ralph D. Stevens, President

_____
Jerry D. Butler

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

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ -0-

Davidson County DOTRODAGR
Recvd: 08/17/06 10:40 3 pgs
Fees:17.00 Taxes:0.00
20060817-0101454

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a notary public in and for said County and State, personally appeared **Ralph D. Stevens,** 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 Windhaven Shores, Inc., the within named bargainor, a 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 corporation by himself as President.

WITNESS my hand and official seal this the 11 day of August, 2006.

Commission Expires: 3-21-2009

Notary Public

TERRY D STEVENS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Exp March 21 2009

STATE OF TENNESSEE)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, **Jerry D. Butler**, 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 this the 11 day of August, 2006.

Commission Expires: 11-24-08

Notary Public

SHARI L. ROBERTS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

EXHIBIT A

Beginning at an iron rod in the southerly margin of Mt. View Road, said point being the northeast corner of the Tytle Bryant property as recorded in Book 4548, Page 943, R.O.D.C., TN; Thence, along said margin of Mt. View Road, North 60°57'04" East a distance of 752.88 feet to the westerly margin of Hamilton church Road; Thence, with said margin and along a curve to the right an arc distance of 158.59 feet, said curve having a radius of 1485.95 feet, a chord direction of south 60°50'22" East and a chord length of 158.51 feet; Thence, along a curve to the right an arc distance of 162.54 feet, said curve having a radius of 2647.64 feet, a chord direction of South 56°01'24" East and a chord length of 162.51 feet; Thence, South 54°15'53" East a distance of 400.76 feet to a new iron rod; Thence, along the westerly line of Patricia Ann Moss as recorded in Book 8963, Page 924 R.O.D.C., TN, South 16°03'18" West a distance of 1422.02 feet to an old iron rod; Thence, along the northerly line of Dennis Britt as recorded in Book 4221, Page 392, R.O.D.C., TN, North 81°37'37" West a distance of 180.79 feet to an old iron rod; Thence, along Britts westerly line, South 08°32'38" West a distance of 2720.85 feet to a new iron rod in the northerly margin of Pin Hook Road; Thence, along said margin North 81°53'18" West a distance of 474.49 feet to a new iron rod; Thence, along the easterly lines of M. B. Kelly as recorded in Book 4846, Page 713 and Stephen D. Piper as recorded in Book 6977, Page 432, R.O.D.C., TN, North 08°32'41" East a distance of 1067.87 feet to an old iron rod; Thence, along the lines of Dennis Britt as recorded in Book 9812, Page 837, R.O.D.C., TN North 08°06'15" East a distance of 638.24 feet to an old iron rod; Thence, North 80°45'42" West a distance of 1211.42 feet to an old iron rod; Thence, along the easterly line of Faith Hope Love Fellowship Church as recorded in Book 11570, Page 965, R.O.D.C., TN, North 07°26'26" East a distance of 888.60 feet to a new iron rod; Thence, along the easterly line of Albert M. Bender as recorded in Book 5326, Page 815, R.O.D.C., TN, North 06°41'24" East a distance of 153.11 feet to an old iron rod; Thence, along the easterly line of Charles E. Craig, Sr. as recorded in Book 9253, Page 783, R.O.D.C., TN, North 05°45'40" East a distance of 431.27 feet to an old iron rod; Thence, along the southerly line of the aforementioned Tytle Bryant, South 82°43'49" East a distance of 866.92 feet to an old iron rod; Thence, along Bryant's easterly line, North 07°27'59" East a distance of 792.09 feet to the Point of Beginning and containing 107.79 acres or 4,695,202 square feet.

Being the same property conveyed to grantor(s) by deed being recorded in Instrument No. 20021230-0161686, said Register's Office.

EXHIBIT B
CORRECTIVE SUCCESSOR
TRUSTEE'S DEED

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

May 19, 2010

MAY 27 2010

Allison A. Wiemer
Stites & Harbison PLLC
401 Commerce St., Ste. 800
Nashville, Tn 37219

Re: Foreclosure Sale of Property Owned by: **Global Development Inc.**
Entity Number: **001 412079876**
0 Hamilton Church Rd
0 Hobson Pk
7086 Hamilton Church Rd

This is in reference to your letter dated May 18, 2010 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **June 16, 2010** is **$ 127,190.34**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Tessa Stromatt, Accounting Technician 1
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*