TRUSTEE'S DEED OF CORRECTION, SUBORDINATION, AND REINSTATEMENT OF ENCUMBRANCES

FROM: JAMES C. COTEY,
SUCCESSOR TRUSTEE
Grantor

TO: PINNACLE NATIONAL BANK,
Grantee

This instrument was prepared by:
James C. Cotey,
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Pinnacle National Bank 150 3rd Avenue S Nashville, TN 37201-2011 Attention: Allen Dixon	Same	See Attached Exhibit A

BILL GARRETT, Davidson County
Trans:T20110053508 DEEDTRS
Recvd: 08/30/11 11:34 12 pgs
Fees:62.00 Taxes:0.00
20110830-0067109

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0.00. Transfer tax was paid upon the recordation of the Successor Trustee's Deed, Instrument No. 20100524-0039832.

James C. Cotey
Affiant

SUBSCRIBED AND SWORN TO before me, this the 30th day of August, 2011.

SHARON K. STALEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Sharon K. Staley
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES: NOVEMBER 7, 2012

WHEREAS, by Deed of Trust dated September 29, 2006, of record as Instrument Number 20061006-0124332 in the office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), Ridgeview Heights, LLC conveyed to Hugh M. Queener, Trustee, the hereinafter described Property to secure payment to Pinnacle National Bank ("Lender") of certain Indebtedness described in the Deed of Trust (the "Indebtedness"); 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

WHEREAS, the Lender appointed James C. Cotey to serve as Successor Trustee in place of Hugh M. Queener in accordance with the terms of the Deed of Trust by an instrument of record as Instrument Number 20091125-0108629 in the office of the Register of Deeds for Davidson County, Tennessee; and

WHEREAS, the 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 City Paper* that the Property would be sold at 10:30 o'clock a.m. C.S.T. on May 20, 2010, at the front door of the Davidson County Courthouse, in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 26, 2010, May 3, 2010 and May 10, 2010; and

WHEREAS, the Successor Trustee at the time, place and date specified by the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Grantee as the highest bidder (the "Sale"); and

WHEREAS, by Successor Trustee's Deed recorded as Instrument No. 20100524-0039832 in the Register's Office for Davidson County, Tennessee (the "Deed"), Grantor conveyed certain property described therein to Grantee; and

WHEREAS, by inadvertence and mistake, the legal description of the property contained in the Deed was incorrect as it did not explicitly exclude from the legal description certain lots which had been previously released from the Deed of Trust by Grantee as Lender; and

WHEREAS, by inadvertence and mistake, the Deed did not explicitly subject the sale to certain encumbrances and matters of record to which Grantor and Grantee had intended the Property and the sale to be subject; and

WHEREAS, Grantor and Grantee wish to enter into this Trustee's Deed Of Correction, Subordination, And Reinstatement Of Encumbrances for the purposes of: (i) correcting the legal description of the property intended to be conveyed by the Deed, and (ii) reinstating certain encumbrances, and subjecting and subordinating the Property to such encumbrances;

NOW, THEREFORE, in consideration of the premises, and for the purpose of correcting the legal description contained in the Deed and recognizing the existence and the priority of certain encumbrances over the Deed, Grantor and Grantee hereby agree as follows:

1. Grantor and Grantee acknowledge and agree that: (a) by inadvertence and mistake, the Deed should have clarified that that Property, the Sale, and the Deed were and are subject to the lien, encumbrance, and priority of the encumbrances listed below in this Section 1 (the "Encumbrances"), and (b) the Encumbrances remain effective as encumbrances against the Property, and/or the Encumbrances are reinstated as liens against the Property as described within the respective documents evidencing the Encumbrances:

(i) Plan of record as Instrument No. 20080603-0056596, office of the Register of Deeds for Davidson County, Tennessee (the "Register's Office");

(ii) Agreement For Dedication of Easement for Sanitary Sewers And/Or Storm Drainage, with Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 8757, Page 832, and in Book 8764, Page 706, Register's Office.

(iii) Stormwater Detention Agreement with Metropolitan Government of Nashville and Davidson County, Tennessee of record as Instrument No. 20060809-0097641, Register's Office

(iv) Declaration of Covenants, Conditions and Restrictions for Ridgeview Heights Homeowners Association, Inc. of record as Instrument No. 20080512-0048644, Register's Office;

(v Grant of Easement to Comcast of Nashville I, LLC of record as Instrument No. 20090316-0023090, Register's Office;

(vi) Declaration of Reciprocal Easement Agreement with Lakeshore Christian Church, of record as Instrument No. 20081203-0117279, Register's Office;

(vii) Inspection and Maintenance Agreement for Private Stormwater Management Facilities with Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20081120-0114320, Register's Office, as superseded by the Inspection and Maintenance Agreement for Private Storm Water Management Facilities, of record as Instrument No. 20090922-0088019, Register's Office;

(viii) Inspection and Maintenance Agreement for Private Stormwater Management Facilities with Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20081120-0114360, Register's Office; and

(ix) Final Plat of the Shoppes at Ridgeview Planned Unit Development, of record as Instrument No. 20081222-0121715.

2. Grantor and Grantee: (a) acknowledge and agree that prior to the date of the Sale, Grantee released from the encumbrance of the Deed of Trust certain lots, (b) hereby agree to clarify that such lots were not conveyed by the Deed, and (c) hereby amend and restate the legal description of the Property as set forth on Exhibit B to this Trustee's Deed Of Correction, Subordination, And Reinstatement Of Encumbrances.

3. Except as amended hereby, the terms and conditions of the Deed shall remain in full force and effect, except as herein corrected, and the conveyance made by the Deed shall

remain unchanged and unaffected by this Trustee's Deed Of Correction, Subordination, And Reinstatement Of Encumbrances.

[SIGNATURE PAGES FOLLOW]

Witness the signatures of the undersigned on the dates indicated hereinafter.

GRANTOR:

JAMES C. COTEY, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, SHARON K. STALEY, a Notary Public of the State and County aforesaid, personally appeared JAMES C. COTEY, 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/her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 30TH day of AUGUST, 2011.

Notary Public
My commission expires: _____

SHARON K. STALEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
NOVEMBER 7, 2012

AGREED TO AND ACKNOWLEDGED BY:

GRANTEE:

PINNACLE NATIONAL BANK, a national banking association

By: _____
Allen Dixon, Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Cheryl Amos, a Notary Public of said County and State, personally appeared ALLEN DIXON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President (or other officer authorized to execute the instrument) of PINNACLE NATIONAL BANK, the within named bargainor, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the banking association by himself as Senior Vice President.

Witness my hand and seal, at Office in Nashville, Tennessee, this 29 day of August, 2011.

_____
Notary Public

My Commission Expires: 3/28/2015

CHERYL R. AMOS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT A TO TRUSTEE'S DEED OF CORRECTION, SUBORDINATION, AND REINSTATEMENT OF ENCUMBRANCES

Map and Parcel Numbers:

Map-Par. 16300012200 (Tract 1)
Map-Par. 163070A00100CO (Lot 1), (Tract 2)
Map-Par. 163070A00200CO (Lot 2), (Tract 2)
Map-Par. 163070A00300CO (Lot 3), (Tract 2)
Map-Par. 1630A0A00400CO (Lot 4), (Tract 2)
Map-Par. 163070A00500CO (Lot 5), (Tract 2)
Map-Par. 163070A00600CO (Lot 6), (Tract 2)
Map-Par. 163070A00700CO (Lot 7), (Tract 2)
Map-Par. 163070A00800CO (Lot 8), (Tract 2)
Map-Par. 163070A00900CO (Lot 9), (Tract 2)
Map-Par. 163070A010000CO (Lot 10), (Tract 2)
Map-Par. 163070A01100CO (Lot 11), (Tract 2)
Map-Par. 163070A01200CO (Lot 12), (Tract 2)
Map-Par. 163070A01300CO (Lot 13), (Tract 2)
Map-Par. 163070A01400CO (Lot 14), (Tract 2)
Map-Par. 163070A01500CO (Lot 15), (Tract 2)
Map-Par. 163070A01600CO (Lot 16), (Tract 2)
Map-Par. 163070A01700CO (Lot 17), (Tract 2)
Map-Par. 163070A01800CO (Lot 18), (Tract 2)
Map-Par. 163070A01900CO (Lot 19), (Tract 2)
Map-Par. 163070A02000CO (Lot 20), (Tract 2)

Map-Par. 163070A02100CO (Lot 21), (Tract 2)
Map-Par. 163070A02200CO (Lot 22) , (Tract 2)
Map-Par. 163070A02700CO (Lot 27), (Tract 2)
Map-Par. 163070A02800CO (Lot 28), (Tract 2)
Map-Par. 163070A02900CO (Lot 29), (Tract 2)
Map-Par. 163070A03000CO (Lot 30), (Tract 2)
Map-Par. 163070A03100CO (Lot 31), (Tract 2)
Map-Par. 163070A03200CO (Lot 32), (Tract 2)
Map-Par. 163070A03300CO (Lot 33), (Tract 2)
Map-Par. 163070A03400CO (Lot 34), (Tract 2)
Map-Par. 163070A03500CO (Lot 35), (Tract 2)
Map-Par. 163070A03600CO (Lot 36), (Tract 2)
Map-Par. 163070A03800CO (Lot 38), (Tract 2)
Map-Par. 163070A04000CO (Lot 40), (Tract 2)
Map-Par. 163070A04300CO (Lot 43), (Tract 2)
Map-Par. 163070A04500CO (Lot 45), (Tract 2)
Map-Par. 163070A04600CO (Lot 46), (Tract 2)
Map-Par. 163070A04700CO (Lot 47), (Tract 2)
Map-Par. 163070A04800CO (Lot 48), (Tract 2)
Map-Par. 163070A04900CO (Lot 49), (Tract 2)

Map-Par. 163070A05000CO (Lot 50), (Tract 2)
Map-Par. 163070A05100CO (Lot 51), (Tract 2)
Map-Par. 163070A05200CO (Lot 52), (Tract 2)
Map-Par. 163070A05300CO (Lot 53), (Tract 2)

Map-Par. 163070A05400CO (Lot 54), (Tract 2)
Map-Par. 163070A05500CO (Lot 55), (Tract 2)
Map-Par. 163070A05600CO (Lot 56), (Tract 2)
Map-Par. 163070A05700CO (Lot 57), (Tract 2)
Map-Par. 163070A05800CO (Lot 58), (Tract 2)
Map-Par. 163070A05900CO (Lot 59), (Tract 2)
Map-Par. 163070A06000CO (Lot 60), (Tract 2)
Map-Par. 163070A06100CO (Lot 61), (Tract 2)
Map-Par. 163070A06200CO (Lot 62), (Tract 2)
Map-Par. 163070A06300CO (Lot 63), (Tract 2)
Map-Par. 163070A06400CO (Lot 64), (Tract 2)
Map-Par. 163070A06500CO (Lot 65), (Tract 2)
Map-Par. 163070A06600CO (Lot 66), (Tract 2)
Map-Par. 163070A06900CO (Lot 69), (Tract 2)
Map-Par. 163070A07000CO (Lot 70), (Tract 2)
Map-Par. 163070A0200CO (Lot 72), (Tract 2)
Map-Par. 163070A07400CO (Lot 74), (Tract 2)
Map-Par. 163070A07500CO (Lot 75), (Tract 2)
Map-Par. 163070A07600CO (Lot 76), (Tract 2)
Map-Par. 163070A07700CO (Lot 77), (Tract 2)
Map-Par. 163070A07800CO (Lot 78) , (Tract 2)
Map-Par. 163070A07900CO (Lot 79), (Tract 2)
Map-Par. 163070A08000CO (Lot 80), (Tract 2)
Map-Par. 163070A08100CO (Lot 81), (Tract 2)
Map-Par. 163070A08200CO (Lot 82), (Tract 2)

Map-Par. 163070A08300CO (Lot 83), (Tract 2)
Map-Par. 163070A8400CO (Lot 84), (Tract 2)
Map-Par. 163070A08500CO (Lot 85), (Tract 2)
Map-Par. 163070A08600CO (Lot 86), (Tract 2)
Map-Par. 163070A08700CO (Lot 87), (Tract 2)
Map-Par. 163070A08800CO (Lot 88), (Tract 2)
Map-Par. 163070A08900CO (Lot 89), (Tract 2)
Map-Par. 163070A09000CO (Lot 90), (Tract 2)
Map-Par. 063070A09100CO (Lot 91), (Tract 2)
Map-Par. 163070A09200CO (Lot 92), (Tract 2)
Map-Par. 163070A09300CO (Lot 93), (Tract 2)
Map-Par. 163070A09400CO (Lot 94), (Tract 2)
Map-Par. 163070A09500CO (Lot 95), (Tract 2)
Map-Par. 163070A10200CO (Lot 102), (Tract 2)
Map-Par. 163070A10300CO (Lot 103), (Tract 2)

Map-Par. 163070A10400CO (Lot 104), (Tract 2)
Map-Par. 163070A10500CO (Lot 105), (Tract 2)
Map-Par. 163070A10600CO (Lot 106), (Tract 2)
Map-Par. 163070A10700CO (Lot 107), (Tract 2)
Map-Par. 163070A10800CO (Lot 108), (Tract 2)
Map-Par. 163070A10900CO (Lot 109), (Tract 2)
Map-Par. 163070A11000CO (Lot 110), (Tract 2)
Map-Par. 163070A11100CO (Lot 111), (Tract 2)
Map-Par. 163070A11200CO (Lot 112), (Tract 2)
Map-Par. 163070A11300CO (Lot 113), (Tract 2)

Map-Par. 163070A11400CO (Lot 114), (Tract 2)
Map-Par. 163070A11500CO (Lot 115), (Tract 2)
Map-Par. 163070A11600CO (Lot 116), (Tract 2)
Map-Par. 163070A11700CO (Lot 117), (Tract 2)
Map-Par. 163070A11800CO (Lot 118), (Tract 2)
Map-Par. 163070A11900CO (Lot 119), (Tract 2)
Map-Par. 163070A12000CO (Lot 120), (Tract 2)
Map-Par. 163070A12300CO (Lot 123), (Tract 2)
Map-Par. 163070A12400CO (Lot 124), (Tract 2)
Map-Par. 163070A12500CO (Lot 125), (Tract 2)
Map-Par. 163070A12600CO (Lot 126), (Tract 2)
Map-Par. 163070A12700CO (Lot 127), (Tract 2)
Map-Par. 163070A12800CO (Lot 128), (Tract 2)
Map-Par. 163070A12900CO (Lot 129), (Tract 2)
Map-Par. 163070A13000CO (Lot 130), (Tract 2)
Map-Par. 163070A13100CO (Lot 131), (Tract 2)
Map-Par. 163070A13200CO (Lot 132), (Tract 2)
Map-Par. 163070A1330CO (Lot 133), (Tract 2)
Map-Par. 163070A13400CO (Lot 134), (Tract 2)
Map-Par. 163070A13500CO (Lot 135), (Tract 2)
Map-Par. 163070A13800CO (Lot 138), (Tract 2)
Map-Par. 163070A13900CO (Lot 139), (Tract 2)
Map-Par. 163070A14000CO (Lot 140), (Tract 2)
Map-Par. 163070A14100CO (Lot 141), (Tract 2)
Map-Par. 163070A14200CO (Lot 142), (Tract 2)

Map-Par. 163070A14300CO (Lot 143), (Tract 2)
Map-Par. 163070A14400CO (Lot 144), (Tract 2)
Map-Par. 163070A14500CO (Lot 145), (Tract 2)
Map-Par. 16300041200, $17,270.01, (Tract 3)

Common Area Map-Par. 163070A90000CO, 163070A90100CO, 163070A90200CO, 163070A90300CO and 163070A90400CO

EXHIBIT B

Amended and Restated Legal Description

A tract of land in the 33rd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, and being more fully described as follows:

Beginning at a 5/8" iron rod found in the South right of way line of Bell Road, said iron rod being the Northeast corner of the BELL FORGE COMMERCIAL PARK plat, Section Three, of record in Plat Book 6250, page 322.

Thence, with the said right of way line of Bell Road as follows: along an arc 175.92 feet to the left, having a radius of 1712.14 feet, the chord of which is North 42 Degrees 14 Minutes 00 Seconds East for a distance of 175.84 feet to a 5/8" iron rod found;

Thence, North 39 Degrees 22 Minutes 14 Seconds East a distance of 226.21 feet to a 5/8" iron rod found;

Thence, leaving said right of way line with the WILLIAM R. HARDING property, of record in Deed Book 3223, page 638, as follows:

South 82 Degrees 42 Minutes 58 Seconds East a distance of 370.05 feet to a 5/8" iron rod found;

Thence, North 38 Degrees 56 Minutes 13 Seconds East a distance of 215.03 feet to a 5/8" iron rod found;

Thence, with the NORMAN W HARDING property, of record in Inst. No. 20040611-69621, as follows:

North 39 Degrees 07 Minutes 39 Seconds East a distance of 220.25 feet to a 5/8" iron rod found;

Thence, North 87 Degrees 18 Minutes 21 Seconds West a distance of 10.00 feet;

Thence, with the DANNY J. REED property, of record in Deed Book 4262, page 90 North 39 Degrees 22 Minutes 09 Seconds East a distance of 223.75 feet;

Thence, with THE CLUB AT HICKORY HOLLOW plat, of record in Plat Book 6250, page 838 South 82 Degrees 03 Minutes 21 Seconds East a distance of 1545.15 feet to a 4x4 concrete monument found, with lead disk;

Thence, with the PAUL ANTHONY HOOVER property, of record in Inst. No. 199912090301423, as follows:

South 08 Degrees 04 Minutes 34 Seconds West a distance of 349.27 feet to a 5/8" iron rod found;

Thence, South 74 Degrees 44 Minutes 59 Seconds East a distance of 331.33 feet to a 5/8" iron rod found;

Thence, South 08 Degrees 47 Minutes 59 Seconds West a distance of 784.39 feet to a 5/8" iron rod found;

Thence, with MUR-CI HOMES SUBDIVISION plat, of record in Plat Book 7900, page 447 as follows:

North 88 Degrees 26 Minutes 32 Seconds West a distance of 432.58 feet to 5/8" iron rod found;

Thence, South 01 Degrees 28 Minutes 45 Seconds West a distance of 240.43 feet to a ½ iron rod found at the end of Baby Ruth Lane;

Thence, with the said right of way line of Baby Ruth Lane, and the ROBERT T. COCHRAN, JR property, of record in Deed Book 7376, page 414 North 89 Degrees 11 Minutes 45 Seconds West a distance of 78.55 feet;

Thence, with BABY RUTH LANE ESTATES plat, Section Two, of record in Plat Book 11190, page 102, as follows:

South 62 Degrees 29 Minutes 28 Seconds West a distance of 219.99 feet to a 3/8" iron rod found;

Thence, South 62 Degrees 24 Minutes 48 Seconds West a distance of 108.15 feet;

Thence, South 61 Degrees 14 Minutes 49 Seconds West a distance of 474.74 feet to a 5/8" iron rod found;

Thence, with said BABY RUTH LANE ESTATE plat, and with BABY RUTH LANE ESTATE plat, Section One, of record in Plat Book 9700, page 611 South 9 Degrees 38 Minutes 55 Seconds West a distance of 622.52 feet to a 5/8" iron rod found;

Thence, with the JACK NIXON property, of record in Deed Book 9426, page 394 and that part of BELL FORGE VILLAGE III, as shown on Tax Map 163 North 67 Degrees 06 Minutes 13 Seconds West a distance of 261.64 feet to a 1" iron rod found;

Thence, with said BELL FORGE VILLAGE III and BELL FORGE VILLAGE III plat, Section Five, of record in Plat Book 6900, page 632 North 50 Degrees 57 Minutes 56 Seconds West a distance of 472.09 feet to a ¾" iron rod found in the east right of way line of Bell Forge Parkway;

Thence, with said right of way line and BELL FORGE VILLAGE III plat, Section Five North 50 Degrees 51 Minutes 55 Seconds West a distance of 214.02 feet to a ½" iron rod found;

Thence, with the F. E. DAVENPORT property, of record in Deed Book 10182, page 129 North 25 Degrees 00 Minutes 13 Seconds West a distance of 686.39 feet to a 4x4 concrete monument found, with lead disk;

Thence, with said BELL FORGE COMMERCIAL PARK plat, North 24 Degrees 15 Minutes 59 Seconds West a distance of 786.44 feet and the POINT OF BEGINNING.

The above described parcel contains 100.65 acres (4,384,128 sq. ft.).

The foregoing legal description was derived from an ALTA Land Title Survey (File No. 4212alt.dgn; Project No. 24212.00) prepared and certified on September 19, 2005 by Kenneth A. Bau (Registration Number 2019) of Gresham, Smith & Partners, 1400 Nashville City Center, 511 Union Street, Nashville, Tennessee 37219.

Being the same property conveyed to Ridgeview Heights, LLC, by deed of record in Instrument No. 20050930-0118007, Register's Office for Davidson County, Tennessee.

INCLUDED WITHIN THE BOUNDS OF SUCH DESCRIPTION, BUT EXPLICITLY EXCLUDED THEREFROM AND FROM THIS CONVEYANCE WITHIN THE FOREGOING DESCRIPTION, are the following lots released from Grantee's Deed of Trust prior to the Sale and the conveyance evidenced by the Successor Trustee's Deed recorded as Instrument No. 20100524-0039832 in the Register's Office for Davidson County, Tennessee:

> Lot(s), 23-26, 37, 39, 41, 42, 44, 67, 68, 71, 73, 96, 97, 98, 99, 100, 101,121, 122, 136, 137, 146, 147, 148, 149 and 150 as shown on the map entitled Ridgeview UDO, Phase One of record in Instrument No. 20080603-0056596, Register's Office for Davidson County, Tennessee;
>
> AND
>
> Lot 1, The Shoppes at Ridgeview Planned Unit Development as shown on the Plat of Record at Instrument No. 20081222-0121715, Register's Office for Davidson County, Tennessee.