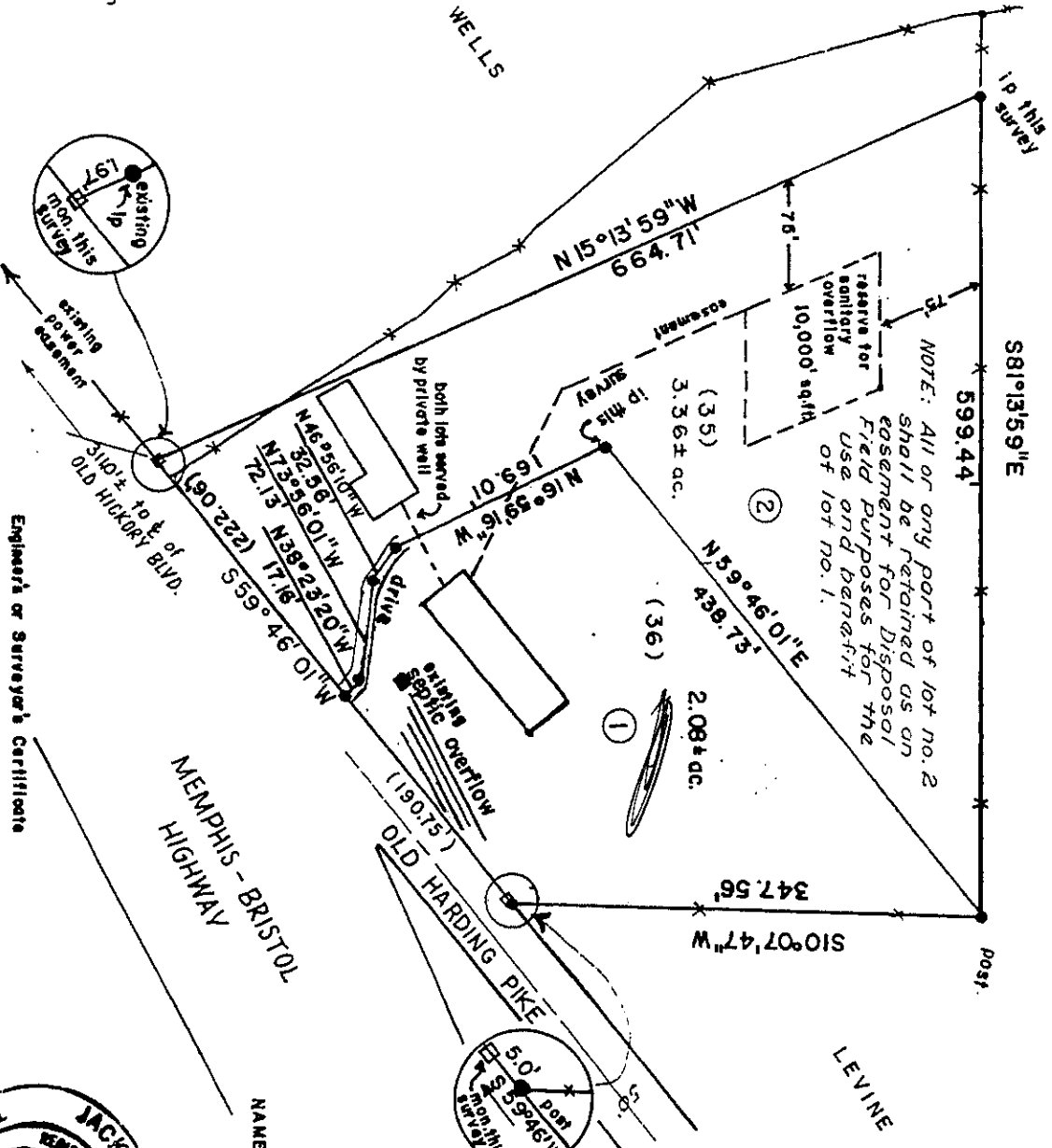


Parcel numbers shown thus () pertain to Property Map 143.

SUBDIVISION NO. 74-224-G

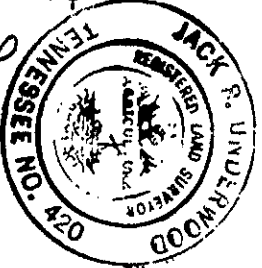


NOTE: All or any part of lot no. 2 shall be retained as an easement for disposal Field purposes for the use and benefit of lot no. 1.

I (we) hereby certify that the subdivision plat shown hereon is correct and that approved monuments shown thus —□— have been placed as indicated. All side lot lines are of right angles or radial to a street, unless otherwise noted.

date 7-10-74 by J. R. Anderson

Engineer's or Surveyor's Certificate



E. PORTER PROPERTY

SURVEY FOR E. PORTER
14th CIVIL DISTRICT BK81 PG 334
7/1/74 1"=100'

GEORGE LAND SURVEYING

RECORD
Recorded November 14th 1974 Book 4715, Page 181, of the Register's Office of Davidson County, Tennessee.

Commissioner's Approval
Approved by the Metropolitan Planning Commission of Nashville and Davidson County, Tenn. 11-13-74
BY: _____ DATE _____
SECRETARY

OWNER'S Certificate

I (we) hereby certify that (we are) the owner(s) of the property shown hereon as evidenced in Book 2243, Page 465, R.O.D.C. Term, and adopt the plan of subdivision of the property as shown hereon and dedicate all public ways and easements as shown. No lot or lots as shown hereon shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established until a system of sewers is installed and made accessible to such lot or lots or otherwise approved by the Metropolitan Planning Commission and the health officer and under no condition shall such lot or lots be subdivided, resubdivided, altered or changed so as to produce less area than prescribed by the restrictive covenants as of record in Book _____, Page _____, R.O.D.C. TENN., running with the title to the property.

NAME: Ed Porter _____
DATE: 7-10-74 _____ 1974

181-5127

CF 886 - 848

Prepared by: King & Ballow, p.c.
24th Floor
First American Center
Nashville, TN 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Kenneth S. Conley, et ux <small>(NAME)</small>	Same <small>(NAME)</small>	9D125
Highway 70 <small>(STREET ADDRESS OR ROUTE NUMBER)</small>	BOOK 4886 PAGE 848 <small>(STREET ADDRESS)</small>	Map 143
Nashville, TN <small>(CITY) (P. O. BOX) (STATE)</small>	<small>(CITY) (COUNTY) (STATE)</small>	Par 2

FOR AND IN CONSIDERATION of the sum of Thirty-two Thousand, five Hundred, one and No/100 (\$32,501.00) Dollars, of which One Dollar (\$1.00) Dollars, has been paid in cash

the receipt of which is hereby acknowledged, and for the remainder Thirty-two Thousand, five hundred and no/100 (\$32,500.00) Dollars,

Kenneth S. Conley and wife, Jean Windes Conley, as VE removed their joint promissory note of even date in the amount of \$32,500.00 payable to the order of Elton T. Porter and wife, Almeda C. Porter, to be repaid in 288 semimonthly installments of \$167.12 each, the first payment being due and payable on the 15th day of February, 1976, and a like amount payable on the 1st and 15th day of each succeeding month until paid in full. Said payments to be applied first to interest of 7% and the remainder to principal. Interest for the period between February 3, 1975, and February 1, 1976, shall be paid in 24 semimonthly payments of \$94.79 each, beginning Feb. 15, 1975, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed.

We, Elton T. Porter and wife, Almeda C. Porter, do hereby transfer and convey unto the said Kenneth S. Conley and wife, Jean Windes Conley, a 1/2 undivided interest in the hereinafter described real estate, (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 9th Civil District of Davidson County, Tennessee, described according to a survey by Georama Lane Surveying Company dated July 1 1974, as follows:

Beginning at a point in the northerly margin of Harding Pike, said point being the southwest corner of the A. T. Levine property; thence S 59° 46' 01" W 190.75 feet along the northerly margin of Harding Pike to a point; thence N 38° 23' 20" W 17.16 feet to a point; thence N 73° 56' 01" W 72.13 feet to a point; thence N 46° 56' 10" 32.56 feet to a point; thence N 16° 59' 16" W 169.01 feet to a point; thence N 59° 46' 01" E 438.73 feet to a post; thence S 10° 07' 47" W 347.56 feet to a point of beginning and containing 2.08 acres more or less.

Being part of the same property conveyed to Elton T. Porter and wife, Almeda C. Porter, by deed from Glenn M. Thompson and wife, Grace P. Thompson, of record in Book 2243, page 465, R.O.D.C., Tennessee.

This conveyance is subject to easement for roadway and well as more fully described in separate sheet attached.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater for this transfer is \$32,501.00

Subscribed and sworn to before me, this 25 day of February, 1975

My commission expires 11-26-75

[Signature] Affiant
[Signature] Notary Public

unimproved (x) property, known as Harding Road, Nashville, Tennessee, TO HAVE AND TO HOLD said real estate, with the appurtenances, unto, heirs and assigns, to the said Kenneth S. Conley and wife, Jean Windes Conley, a 1/2 undivided interest in

here and assigns forever. We, Kenneth S. Conley and wife, Jean Windes Conley, covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Kenneth S. Conley and wife, Jean Windes Conley, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Kenneth S. Conley and wife, Jean Windes Conley, hereinafter referred to as trustors, hereby transfer and convey unto Frank S. King, Jr., Trustee, his successors and assigns, the real estate hereinafter described, with the appurtenances, unto, heirs and assigns, unto the following uses and trusts: Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured to some reliable fire insurance company, or companies, for the sum of \$... or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to bore the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Grace P. Thompson

886-848

BOOK 4886 PAGE 849

Trustee further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge or remove, and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee, or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to settle the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and he shall be trustee upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do one of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustee shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this instrument shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid punctually at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, amounts fall in arrears to the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and of the portion of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his necessary assigns, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the claims of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered in execution and delivery of a deed to the purchaser. The vendor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

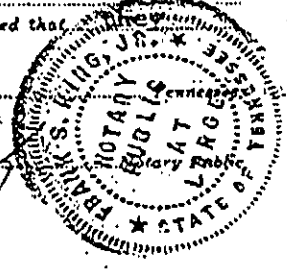
- 1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expense of any such litigation.
- 2nd. To the payment of all taxes which may be unpaid on said premises.
- 3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.
- 4th. The residue, if any, will be paid to trustee, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness or, if more than one when said indebtedness is represented by notes, three of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be void in said successor.

The word "Trustee" when used herein shall apply to parties both singular and plural.
Witness my hand and seal of this 27th day of February, 1975, the corporate party, if any, having caused its name to be signed hereon by its duly authorized officers on said day and date.
Kenneth S. Conley, Elton T. Porter
Alameda C. Porter

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Personally appeared before me, _____, a Notary Public in and for said County and State, Kenneth S. Conley and wife, Jean Windes Conley and Elton T. Porter and wife, Alameda C. Porter.

the within named bargainer(s), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.
Witness my hand and official seal of this 27th day of February, 1975.
Commission expires 4-26-75



STATE OF TENNESSEE
COUNTY OF DAVIDSON
Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of FUB-42 CONY 32,500:00
the within named bargainer, after personal and proper examination, he as _____ he as _____ 32,000:00
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self FEB-42 TAX A* 84.50
Witness my hand and seal of FEB-42 FEE A* 30.50
this _____ day of FEB-42 WDEED 19 _____ A* 50
A* 6.00 * 121.50
Notary Public

INSTALLMENT DEED

FROM Elton T. Porter, et ux

TO Kenneth S. Conley, et ux

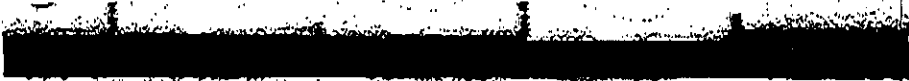
088421

IDENTIF. REFERENCE

FEB 4 12 41 PM '75

FELIX Z. WILSON, II REGISTER DAVIDSON COUNTY, TENN.

Compliments of Chicago Title Insurance Company American Trust Bldg.—S. W. Corner Third & Union NASHVILLE, TENNESSEE 37201



BOOK 4886 PAGE 850

This conveyance is made subject to the following conditions:

1. A joint use easement hereby made over a strip of land which encroaches 12-1/2 feet in width East a distance of 121.85 feet, more or less, and adjoining along the West boundary of the above first described property and by this instrument there is also hereby granted an easement 12-1/2 feet in width (except as hereinafter indicated) adjoining and lying West of and along the West boundary of the said property, said easement being a total of 25 feet in width (except as hereinafter indicated) and is to be used jointly with the property lying immediately West of the above property for use as roadway purposes for ingress and egress to public roads and to parking areas serving the above premises and the property adjoining and lying East and West of the above premises. This easement is to run with the land. This easement shall not, however, include, encroach upon, or interfere with existing steps that presently serve Grantors' residence.

2. A joint use easement hereby made of water lines as now located on the ground from a private well located on property West of the property herein conveyed, to the property herein conveyed, as shown by survey of Georama Land Surveying dated July 10, 1974, for use of supplying water to the existing building on the property herein conveyed or to any additions thereto. Further, such easement also conveys to the grantees, their heirs or assigns the right to use what they consider as a sufficient amount of water to service the office building or any additions thereto on the said property. Further, such easements hereby conveyed gives to the grantees, their heirs or assigns the right to inspect the quantity and purity of the water and if in the opinion of the Metropolitan Health Department, the water from the said well does not meet its standards both as to quantity and purity, including chlorination, then and in such event the grantees or their heirs or assigns are given the right to attempt to correct the deficiency with expenses to be divided equally between the parties. Further the grantees herein, their heirs or assigns are hereby given the right to go on the grounds to inspect and repair both the well and the water lines. Such easement will continue until public water service is installed to the office buildings or additions thereto at which time this easement will terminate. This easement is to run with the land.

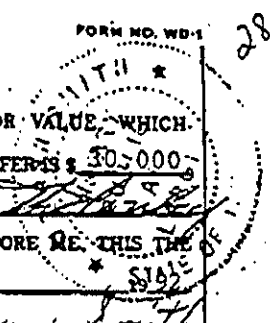
WAC E.O.P.
WAC A.P.



8816-759

BOOK 8816 PAGE 759

STATE OF TENNESSEE }
 COUNTY OF DAVIDSON }
 THE ACTUAL CONSIDERATION OR VALUE WHICH
 EVER IS GREATER, FOR THIS TRANSFER IS \$ 30,000
 SIGNED
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF December 2009
 My Commission Expires 1/22/10
 (AFFIX SEAL)



THIS INSTRUMENT WAS PREPARED BY
 Devereaux D. Cannon, Jr., Attorney, 344 Fourth Avenue, North, Nashville, TN 37219.

NAME		ADDRESS
NAME & ADDRESS OF PROPERTY OWNER	NAME & ADDRESS OF PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES	MAP-PARCEL NUMBERS
STEVEN W. CONLEY	STEVEN W. CONLEY	143-00-36
3066 Gant Quarter Circle	SAME	
3066 Gant Quarter Circle		
Marionetta, GA 30068		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HERINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, JAMES A. PORTER, EXECUTOR OF THE ESTATE OF ELTON T. PORTER

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO STEVEN W. CONLEY

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, my 1/2 undivided interest in and to A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

(SEE ATTACHED EXHIBIT "A")

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. All matters shown on the Plan of record in Book 4715, page 181, Register's Office for Davidson County, Tennessee.
2. Joint use Easement for a roadway and water lines of record in Book 4886, page 850, Register's Office for Davidson County, Tennessee.
3. Easement for utilities as set forth in Metro Council Bill No. 092-303.

7.4691.
 IDENTIFY REFERENCE
 Dec 17 1 05 PM '09
 JAMES A. PORTER, Notary Public
 DAVIDSON COUNTY, TN

6922 Highway 70S Nashville, Tennessee

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest therein belonging to the said GRANTEES, their heirs and assigns, forever, and we do covenant with the said GRANTEES that we or our lawful heirs and assigns of said land in fee simple, have a good right to convey it, and the same to encumber, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and assigns, our heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whatsoever. Wherever said, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 14 day of December, 1992

JAMES A. PORTER, EXECUTOR OF THE ESTATE OF ELTON T. PORTER

PENNSYLVANIA
~~STATE OF TENNESSEE~~
 Davidson County of Allegheny
 Personally appeared before me, _____ the undersigned, a Notary Public in and for said County and State, the within named James A. Porter, Executor of the estate of Elton T. Porter
 the bargainer _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he _____ executed the within instrument for the purposes therein contained.
 Witness my hand and official seal at Bethel Park Pennsylvania 14
~~Tennessee~~, this _____ day of December, 19 92
 Commission Expires _____
Denise L. Reilly Notary Public
 STATE OF TENNESSEE
 Davidson County
 Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____
 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 _____ of the _____ a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____
 Witness my hand and official seal at _____, this _____ day of _____, 19_____
 _____ Notary Public
 Commission Expires _____

BOOK 8816 PAGE 760

WARRANTY DEED
 FROM _____
 TO _____

ATTORNEYS
 TITLE 
 A Minnesota Title Company
 SUITE 175 - 222 THIRD AVENUE NORTH
 NASHVILLE, TENN. 37201
 TELEPHONE 244-3101

EXHIBIT "A"

TRACT I:

BOOK 8816 PAGE 761

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of E. Porter Property, of record in Book 4715, page 181, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Harding Pike, said point being the southwest corner of the A. T. Levine property; thence South 59° 46' 01" West 190.75 feet along the northerly margin of Harding Pike to a point; thence North 38° 23' 20" West 17.16 feet to a point; thence North 73° 56' 01" West 72.13 feet to a point; thence North 46° 56' 10" 32.56 feet to a point; thence North 16° 59' 16" West 169.01 feet to a point; thence North 59° 46' 01" East 438.73 feet to a post; thence South 10° 07' 47" West 347.56 feet to the point of beginning and containing 2.08 acres, more or less.

Being part of the property conveyed to Elton T. Porter and wife, Almeda C. Porter by deed from Glenn M. Thompson and wife Grace P. Thomson of record in Book 2243, page 465, said Register's Office, the said Almeda C. Porter having predeceased Elton T. Porter and Elton T. Porter having since died leaving a Will of record in Will Book 160, page 561, Probate Court Clerk's Office. Also being the same property conveyed to Kenneth S. Conley and wife Jean Windes Conley, as to an undivided 1/2 interest by deed from Elton T. Porter and wife Almeda C. Porter of record in Book 4886, page 848, said Register's Office, the said Kenneth S. Conley having since conveyed his interest to Jean Windes Conley by Quitclaim Deed of record in Book 7982, page 539, said Register's Office.

TRACT II:

A tract of land approximately one mile East of Old Hickory Boulevard bounded on the North by Old Harding Pike, on the South by U. S. Highway 70 and being more particularly described as follows:

Beginning at a point in the northerly margin of U. S. Highway 70 at approximately Highway Station 42 and 40; Thence, leaving said margin, N 10° 00' W, 10.09 feet to a point in the southerly margin of Old Harding Pike; Thence, with a southerly margin of Old Harding Pike, N 54° 52' E, 134.79 feet to a point; Thence, leaving said margin of Old Harding Pike, S 5° 10' W, 40.78 feet to a point in the northerly margin of U. S. Highway 70; Thence, along U. S. Highway 70 in a westerly direction with a curve to the left having a central angle of 0° 34' 10", a radius of 11,559.16 feet, and a tangent of 57.41 feet for a distance of 114.83 feet to the point of beginning. Containing 2,647 square feet or 0.06 acres, more or less.

Being the same property conveyed to E.T. Porter and wife Almeda C. Porter (a 1/2 undivided interest) and Kenneth S. Conley and wife Jean Windes Conley (a 1/2 undivided interest) by Quitclaim Deed from The Lakes-Nashville, Ltd. of record in Book 6263, page 92, said Register's Office, the said Almeda C. Porter having predeceased E.T. Porter and E.T. Porter having since died leaving a Will of record in Will Book 160, page 561, Probate Court Clerk's Office.

TRACT III:

All that portion of the northerly 1/2 of Old Harding Pike lying between the direct extensions southerly of the most southern westerly line and the easterly line of Lot No. 1 as shown on the Plan of the E. Porter Property of record in Book 4715, page 181, said Register's Office, said portion of Old Harding Pike being closed by Metro Council Bill No. 092-303.

2832 12/17 2101 092HECK 124-00

AGREEMENT FOR DEDICATION OF EASEMENT

08-DL-0118

SWGR 2008 00/155

Davidson County ESMT
Recvd: 11/24/08 12:51 3 pgs
Fees:17.00 Taxes:0.00
20081124-0115045

FOR

STORM DRAINAGE
AND APPURTENANCES

For and in consideration of _____ dollars and for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, a permanent easement and/or right-of-way as follows:

Easement Map No. 143 Parcel No. 36

BEING A 20 FOOT WIDE DRAINAGE EASEMENT ACROSS LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, SAID LAND BEING THE PROPERTY OF ACU II, LLC AS EVIDENCED IN BOOK 9947, PAGE 840, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID LAND BEING KNOWN AS PARCEL 36 ON DAVIDSON COUNTY TAX MAP 143, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF SAID PARCEL 36 LYING IN THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70S,
THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70S BEING THE CONTIGUOUS FRONTAGE LINE OF SAID PARCEL 36, ON A CURVE TO THE LEFT WITH A RADIUS OF 11,559.16 FEET, A CENTRAL ANGLE OF 01 DEGREES 19 MINUTES 21 SECONDS, A CHORD OF SOUTH 69 DEGREES 53 MINUTES 25 SECONDS WEST 266.79 FEET, ALONG THE TOTAL CURVE LENGTH OF 266.79 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70S BEING THE CONTIGUOUS FRONTAGE LINE OF SAID PARCEL 36, ON A CURVE TO THE LEFT WITH A RADIUS OF 11,559.16 FEET, A CENTRAL ANGLE OF 00 DEGREES 05 MINUTES 58 SECONDS, A CHORD OF SOUTH 69 DEGREES 10 MINUTES 45 SECONDS WEST 20.09 FEET, ALONG THE TOTAL CURVE LENGTH OF 20.09 FEET TO A POINT;

THENCE ON LINES ACROSS SAID PARCEL 36 THE FOLLOWING,
NORTH 26 DEGREES 08 MINUTES 44 SECONDS WEST 44.81 FEET TO A POINT,
NORTH 62 DEGREES 39 MINUTES 03 SECONDS EAST 109.74 FEET TO A POINT,
SOUTH 27 DEGREES 20 MINUTES 57 SECONDS EAST 20.00 FEET TO A POINT,
SOUTH 62 DEGREES 39 MINUTES 03 SECONDS WEST 90.15 FEET TO A POINT,
SOUTH 26 DEGREES 08 MINUTES 44 SECONDS EAST 27.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,718 SQUARE FEET, OR 0.06 ACRE, MORE OR LESS.

Being part of the property conveyed to ACU II, LLC, the deed for which is of record in Book 9947, Page 840, R.O.D.C., Tennessee.

This document was prepared by CIVIL SITE DESIGN GROUP, PLLC, 630 Southgate Ave. - Suite A, Nashville, Tennessee 37203.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of The Metropolitan Government of Nashville and Davidson County, its servants and agents to construct, operate, maintain, repair, replace and inspect drainage improvements and/or appurtenances within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever. I/We do hereby covenant with said The Metropolitan Government of Nashville and Davidson County that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this covenant.

I/We do further covenant with said The Metropolitan Government of Nashville and Davidson County that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose desired after the construction of all of the aforesaid improvements provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that, upon completion of construction, it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the Metropolitan Government of Nashville and Davidson County during the construction of any of the aforesaid improvements.

Upon execution of this document by property owner/owners, The Metropolitan Government, Department of Water and Sewerage Services, complies with requirements of Metropolitan Ordinance No. 093-815, requiring official notification of construction to be performed on the water and/or sewer easement in your property.

Parcel 3.00
Tax Map 143

TR LAKES OF BELLEVUE CORP.
Book 9904, Page 58,

THE LAKES OF BELLEVUE
Plat Book 7900, Page 954,

Parcel 1.00
Tax Map 143

FOREST PARK
LIMITED PARTNERSHIP
Book 9534, Page 759,

LOT 1
FOREST PARK APARTMENTS
Plat Book 8250, Page 382,

TAX MAP 143, PARCEL 36

ACU II, LLC
D.B. 9947, PG. 840

Parcel 3.00
Tax Map 143

TR LAKES OF
BELLEVUE CORP.
Book 9904, Page 58,

THE LAKES OF BELLEVUE
Plat Book 7900, Page 954,

**DRAINAGE
EASEMENT
2,718 SQ. FT.
or 0.06 AC.**

COMMENCING ON A CURVE
DEL= 01°19'21"
RAD= 11,559.16'
LEN= 266.79'
CHO= S89°53'25"W
266.79'

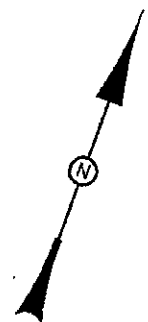
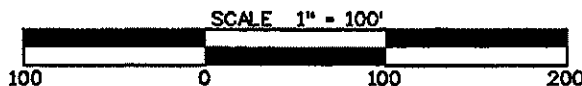
CURVE
DEL= 00°05'58"
RAD= 11,559.16'
LEN= 20.09'
CHO= S69°10'45"W
20.09'

**POINT OF
COMMENCEMENT**
(SOUTHEAST PROPERTY CORNER)

**POINT OF
BEGINNING**

HARDING PIKE / U.S. HIGHWAY 70S / MEMPHIS-BRISTOL HIGHWAY

R.O.W.



BEARINGS ARE BASED ON A SURVEY BY JAMES TERRY & ASSOCIATES, DATED 7-18-08

MAP SHOWING
DEDICATION OF EASEMENT

GRANTEE
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, TENNESSEE

GRANTOR

ACU II, LLC

PROJECT NO. 08DL018 EASEMENT NO. _____ SYSTEM _____

SCALE 1"=100' MAP/PARCEL 143 / 36 DATE SEPT.19, 2008 BY CIVIL SITE DESIGN GROUP, PLLC



Metropolitan Nashville - Davidson County
Stormwater Management Manual
Volume 1 - Regulations

November 2006

INSPECTION AND MAINTENANCE AGREEMENT
FOR PRIVATE STORMWATER MANAGEMENT FACILITIES

Map Parcel

Grading Permit No.: 20080015

Map & Parcel No.: 143 36

Project Name & Address: BELLEVUE OFFICE EXPANSION, 6922 HWY 70
NASHVILLE, TN 37221

THIS AGREEMENT, made this 17 day of Oct, 2008, by and between JAMES D UNDERWOOD, hereinafter referred to as the "OWNER(S)" of the following property and Metropolitan Government of Nashville and Davidson County, Tennessee, hereinafter referred to as the "METROPOLITAN GOVERNMENT",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the METROPOLITAN GOVERNMENT and agree as follows:

1. The OWNER(S) covenant and agree with the METROPOLITAN GOVERNMENT that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan and shown in the location map, deed of easement drawing or plat attached hereto to ensure that the facilities, are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Long Term Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the METROPOLITAN GOVERNMENT an annual report by July 1st of each year. The report shall include the Long Term Maintenance Plan that documents the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system.
3. The OWNER(S) shall grant to the METROPOLITAN GOVERNMENT or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the METROPOLITAN GOVERNMENT the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the METROPOLITAN GOVERNMENT or its agent and contractor.
5. If, upon inspection, the METROPOLITAN GOVERNMENT finds that OWNER(S) has failed to properly maintain the facilities, the METROPOLITAN GOVERNMENT may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the METROPOLITAN GOVERNMENT to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the METROPOLITAN GOVERNMENT to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).
6. The METROPOLITAN GOVERNMENT is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the METROPOLITAN GOVERNMENT. The OWNER(S) shall reimburse the METROPOLITAN GOVERNMENT upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER fails to pay the METROPOLITAN GOVERNMENT for the above expenses after forty-five (45) days written notice, the OWNER authorizes the METROPOLITAN GOVERNMENT to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.

Volume 1

Davidson County	ESMT
Recvd: 11/24/08 12:27	10 pgs
Fees: 52.00	Taxes: 0.00
20081124-0115030	

Appendix C
Page 7

BILL GARRETT, Davidson County

Trans: T20090070596 DOT
Recvd: 10/16/09 12:50 7 pgs
Fees: 38.00 Taxes: 112.70

20091016-0096020

THIS INSTRUMENT WAS PREPARED BY:

Franklin Synergy Bank
3301 Aspen Grove Drive
Suite 200
Franklin, TN 37067-0000

AFTER RECORDING RETURN TO:

Franklin Synergy Bank
Loan Operations
3301 Aspen Grove Drive
Suite 200
Franklin, TN 37067-0000

The MAXIMUM PRINCIPAL INDEBTEDNESS for
Tennessee Recording Tax Purpose is \$100,000.00

(Space Above This Line For Recording Data)

LOAN NUMBER: 400134100

COMMERCIAL DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on October 9, 2009 by the grantor(s) James Edward Underwood a/k/a James E. Underwood and James E. Underwood, Jr., whose address is 6922 Highway 70 South, Nashville, Tennessee 37221; and Camille P. Underwood, whose address is 6922 Highway 70 South, Nashville, Tennessee 37221 ("Grantor"). The trustee is Ashley P. Hill, III whose address is 3301 Aspen Grove Drive, Suite 106, Franklin, Tennessee 37067-0000 ("Trustee"). The beneficiary is Franklin Synergy Bank whose address is 3301 Aspen Grove Drive, Suite 106, Franklin, Tennessee 37067 ("Lender"), which is organized and existing under the laws of the State of Tennessee. Grantor in consideration of loans extended by Lender up to a maximum principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Davidson, State of Tennessee:

Address: 6922 and 6930 Highway 70 South, Nashville, Tennessee 37211
Legal Description: see attached Exhibit "A"

Together with all easements, appurtenances, abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a Warranty Deed recorded under Instrument No. _____ in the Register's office of Davidson County, Tennessee.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other

© 2004-2009 Compliance Systems, Inc. 19506266-16c3b372 - 2009.05.329
Commercial Real Estate Security Instrument - DL4007



Legal Description EXHIBIT "A"

6922 HIGHWAY 70 S, NASHVILLE, TN 37221

Land in Davidson County, Tennessee, described as follows:

TRACT I:

Being Lot No. 1 on the Plan of E. Porter Property, of record in Book 4715, Page 181, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Harding Pike, said Point being the southwest corner of the A.T. Levine Property; thence South 59 degrees 46' 01" West 190.75 feet along the northerly margin of Harding Pike to a point; thence North 38 degrees 23' 20" West 17.16 feet to a point; thence North 73 degrees 56' 01" West 72.13 feet to a point; thence North 46 degrees 56' 10" 32.56 feet to a point; thence North 16 degrees 59' 16" West 169.01 feet to a point; thence North 59 degrees 46' 01" East 438.73 feet to a point; thence South 10 degrees 07' 47" West 347.56 feet to the point of beginning and containing 2.08 acres, more or less.

TRACT II:

A tract of land approximately one mile East of Old Hickory Boulevard bounded on the North by Old Harding Pike, on the South by U.S. Highway 70 and being more particularly described as follows:

Beginning at a point in the northerly margin of U.S. Highway 70 at approximately Highway Station 42 and 40; thence, leaving said margin, North 10 degrees 00' West, 10.09 feet to a point in the southerly margin of Old Harding Pike; thence, with a southerly margin of Old Harding Pike, North 54 degrees 52' East, 134.79 feet to a point; thence, leaving said margin of Old Harding Pike, South 5 degrees 10' West, 40.78 feet to a point in the northerly margin of U.S. Highway 70; thence, along U.S. Highway 70 in a westerly direction with a curve to the left having a central angle of 0 degrees 34' 10", a radius of 11,599.16 feet and a tangent of 57.41 feet for a distance of 114.83 feet to the point of beginning, containing 2,647 square feet or 0.06 acres, more or less.

TRACT III:

All that portion of the northerly 1/2 of Old Harding Pike lying between the direct extensions southerly of the most southern westerly line and the easterly line of Lot No. 1 as shown on the Plan of the E. Porter Property, of record in Book 4715, Page 181, said Register's Office, said portion of Old Harding Pike being closed by Metro Council Bill No. 092-303.

Being the same property conveyed to James Edward Underwood, successor in interest to ACU II, LLC by Instrument Nos. 19991229-0308474 and 19991229-0308477, Register's Office for said County.

6930 HIGHWAY 70 S, NASHVILLE, TN 37221

TRACT I:

Land in Davidson County, Tennessee, being Lot No. 2, E. Porter Property, recorded in Book 4715, Page 181, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to James Edward Underwood, successor in interest to ACU II, LLC by Instrument Nos. 19991229-0308474 and 19991229-0308477, Register's Office for said County.

TRACT II:

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located on the northerly margin of Old Harding Road east of said road's intersection with the north margin of U.S. Highway 70-S and being more particularly described as follows:

Beginning at a concrete monument in the northerly margin of Old Harding Road; said monument being the southwest corner of James Underwood of record in Deed Book 8455, Page 697, RODCT, and recorded in Plat Book 4715, Page 181, Register's Office for said County; thence leaving said northerly margin, with Underwood's west line, N 19 degrees 19' 50" W 120.31 feet to a point in an old fence; thence with said fence, S 30 degrees 15' 39" E, 35.10 feet to an existing iron pin; thence S 29 degrees 23' 28" E 78.69 feet to a corner post in the north margin of Old Harding Road; thence with said margin, S 50 degrees 57' 35" W 21.87 feet to the point of beginning, containing 1260 square feet or 0.03 acres, more or less.

Being the same property conveyed to James E. Underwood, Jr., by quitclaim deed from Forest Park Limited Partnership, dated February 16, 1995, recorded in Book 9598, Page 961, said Register's Office.

TRACT III:

All that portion of the northerly 1/2 of Old Harding Pike lying between the direct extensions southerly of the most southerly westerly line and the easterly line of Lot No. 2 as shown on the Plan of the E. Porter Property of record in Book 4715, Page 181, Register's Office for said County, said portion of Old Harding Pike being closed by Metro Council Bill No. 092-303.

Being the same property conveyed to James E. Underwood and wife, Camille P. Underwood by Metropolitan Council Bill No. 92-303, Metropolitan Clerks Office for Davidson County, Tennessee.

CU EN

NAME AND ADDRESS OF NEW OWNER:
Pinnacle National Bank
114 West College Street
Murfreesboro, Tennessee 37130

THIS INSTRUMENT PREPARED BY:
White & Polk, P.C.
Attorneys at Law
107 West College Street
Murfreesboro, Tennessee 37130

SEND TAX NOTICES TO:
Owner

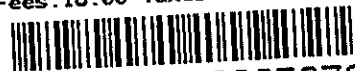
Map & Parcel: 14300003600

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default having been made in the payment of the indebtedness described in and secured by that certain Deed of Trust executed by James Edward Underwood and wife, Camille P. Underwood to Jason K. West, Trustee, of record in Instrument No. 20030404-0045145, as modified in Instrument No. 20080610-0059740, corrected in Instrument No. 20080623-0064620, further modified in Instrument No. 20090916-0086418, and Instrument No. 20091130-0108904, all of record in the Register's Office of Davidson County, Tennessee, payable to PrimeTrust Bank, embracing real estate hereinafter described; and Pinnacle National Bank (formerly PrimeTrust Bank), the holder of said indebtedness having declared the entire unpaid balance immediately due and payable and the same having not been paid, and the undersigned, George H. White, having been appointed as Successor Trustee by an instrument duly filed in Instrument No. 20100305-0017151, of said Register's Office; and

WHEREAS, the undersigned being directed so to do by the holder of said debt, advertised said property for sale for a period of twenty one (21) days beginning March 12, and continuing on March 19, and March 26, 2010, by publication duly and regularly made in the Davidson A.M. - The Tennessean in Nashville, Davidson County, Tennessee, and proceeded at the time and place and upon the terms setforth in said advertisement, that is on April 5, 2010 at 12:50 P.M. outside the door of the Davidson County Register of Deeds located at the Bridgestone Arena (f/k/a Sommet Center), 501 Broadway, Nashville, Davidson County, Tennessee, the undersigned being directed so to do by the holder of said debt offered the hereinafter described property for sale to the highest and best bidder for cash, and free from all homestead exemption and equitable and statutory redemption whereupon Pinnacle National Bank became the highest, best and last bidder thereon at the bid and sum of Six Hundred Thousand and NO /100 Dollars (\$600,000⁰⁰) and thereupon was declared to be the purchaser of said property at said amount.

NOW, THEREFORE, in consideration of the premises and the sum of Six Hundred Thousand and NO/100 Dollars (\$600,000⁰⁰), cash in hand paid which was applied on said debt and the expenses of said sale, the undersigned, George H. White, Successor Trustee, has bargained and sold and does hereby transfer and convey to Pinnacle National

BILL GARRETT, Davidson County
Trans: T20100019477 DEEDTRS
Recvd: 04/05/10 12:57 3 pgs
Fees: 18.00 Taxes: 2220.00

20100405-0025076

Bank, its successors and assigns forever, that certain parcel of real estate situated in Davidson County, Tennessee, to-wit:

PARCEL 1:

TRACT I: Being Lot No. 1 on the Plan of E. Porter Property, of record in Book 4715, page 181, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Harding Pike, said Point being the southwest corner of the A.T. Levine Property; thence South 59 degrees 46'01" West 190.75 feet along the northerly margin of Harding Pike to a point; thence North 38 degrees 23' 20" West 17.16 feet to a point; thence North 73 degrees 56' 01" West 72.13 feet to a point; thence North 46 degrees 56' 10" 32.56 feet to a point; thence North 16 degrees 59' 16" West 169.01 feet to a point; thence North 59 degrees 46' 01" East 438.73 feet to a post; thence South 10 degrees 07' 47" West 347.56 feet to the point of beginning and containing 2.08 acres, more or less.

TRACT II: A tract of land approximately one mile East of Old Hickory Boulevard bounded on the North by Old Harding Pike, on the South by U.S. Highway 70 and being more particularly described as follows:

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TRACT III: All that portion of the northerly $\frac{1}{2}$ of Old Harding Pike lying between the direct extensions southerly of the most southern westerly line and the easterly line of Lot No. 1 as shown on the Plan of the E. Porter Property, of record in Book 4715, page 181, said Register's Office, said portion of Old Harding Pike being closed by Metro Council Bill No. 092-303.

Being the same property conveyed to James Edward Underwood by deed from ACU II, LLC appearing of record in Instrument No. 19991229-0308474 and 19991229-0308477, both of record in the Register's Office of Davidson County, Tennessee.

This property has an address of 6922 Highway 70 S, Nashville, Tennessee 37221.

PARCEL 2:

TRACT I: Land in Davidson County, Tennessee, being Lot No. 2, E. Porter Property, of record in Book 4715, page 181, Register's Office for said County, to which plan reference is hereby made for a more complete and accurate legal description.

TRACT II: Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located on the northerly margin of Old Harding Road east of said road's intersection with the north margin of U.S. Highway 70-S and being more particularly described as follows:

Beginning at a concrete monument in the northerly margin of Old Harding Road; said monument being the southwest corner of James Underwood of record in Deed Book 8455, page 697, RODCT, and recorded in Plat Book 4715, page 181, Register's Office for said County; thence leaving said northerly margin, with Underwood's west line, N 19 degrees 19' 50" W 120.31 feet to a point in an old fence; thence with said fence, S 30 degrees 15' 39" E, 36.10 feet to an existing iron pin; thence S 29 degrees 23' 28" E 78.69 feet to a corner post in the north margin of Old Harding Road; thence with said margin, S 50 degrees 57' 35" W 21.87 feet to the point of beginning, containing 1260 square feet or 0.03 acres, more or less.

