

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS

FOR HARRISON SUBDIVISION

WHEREAS, by deed dated July 30, 1952, which deed is of record at Deed Book 44, page 89, said Register's Office, Cosby Harrison and wife, Margarete Harrison conveyed to George Harrison, Trustee, Lots 1 through 71 (excluding Lots 2, 47, and 49) in Harrison Subdivision, a plat of which appears of record at Plat Book 1, page 142, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, in the deed noted above, Cosby Harrison and wife, Margarete Harrison imposed certain restrictive covenants on the lots in Harrison Subdivision conveyed by said deed, the contents of which deed are incorporated herein by reference as if copied verbatim; and,

WHEREAS, the deed noted above provided that the restrictive covenants would be binding upon the grantee therein and parties claiming by, through, or under him until August 1, 1972, at which time, the covenants would automatically extend for successive periods of ten (10) years, unless by vote of the majority of the ^{L&L} then owners of the lots described in said Harrison Subdivision, it was agreed to change the covenants in whole or in part; and,

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This instrument prepared by:
LOONEY & LOONEY, ATTYS (C1-AGREE)
Crossville, Tennessee 38555

WHEREAS, the undersigned parties, as current property owners in Harrison Subdivision, wish to amend substantially the restrictive covenants for said subdivision, in accordance with the provisions of the deed noted above.

NOW, THEREFORE, in consideration of the premises, the sum of One (\$1.00) Dollar, cash in hand paid, the mutual covenants herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties amend and restate the restrictive covenants for Harrison Subdivision (also sometimes known as Harrison Heights Subdivision) to provide as follows:

1. The lots in Harrison Subdivision shall be used for residential purposes only. No business or commercial activity shall be conducted on or from any lot.

2. Only one (1) single family dwelling shall be constructed on each lot. Each single family dwelling shall contain not less than 2,000 square feet of heated and enclosed floor space, exclusive of porches, garages, terraces, and patios. In addition to the dwelling, one (1) detached garage or storage building may be constructed on each lot, provided, however, any such detached garage

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or storage building shall be built of the same or substantially similar material as that of the dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. No dwelling shall exceed two and one-half (2½) stories in height. Any house of more than one story must have not less than 1,500 square feet of heated and enclosed floor space on the first floor.

3. No mobile, modular, or manufactured homes, or trailers shall be allowed on any lot. No trailer, mobile home, or any other type of movable home, basement, tent, or garage shall at any time be used as a residence on said property. No structure shall be moved from another site to a lot in the subdivision.

4. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been substantially completed. Construction of a dwelling house on a lot must be completed within one (1) year from commencement. Landscaping of the lawn must be completed within one (1) year after occupancy of the dwelling house. The dwelling house on said property shall not have a flat roof.

5. No lot shall be resubdivided to form a smaller lot, provided, however, nothing herein contained shall prevent the owner of two or more adjoining lots from considering the combined area of the two or more lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for

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utilities shall be construed and interpreted to apply to the outside lines of the two or more combined lots and not to the line which is common to both lots or the interior lines of the lots, if more than two lots are combined. If two or more lots are combined under the provisions of this paragraph, they may not in the future be resubdivided.

6. Driveways must have a metal culvert of sufficient size so as not to restrict the drainage of ditch lines, properly installed and covered with stone. Within one (1) year from the date of completion of construction of a dwelling on a lot in the subdivision, a driveway to said home must be paved with concrete or asphalt.

7. All buildings shall be set back at least thirty (30) feet from the nearest street. No building or dwelling shall be constructed closer than ten (10) feet to a side lot line. A utility easement is retained for the benefit of all owners of lots in the subdivision ten (10) feet to the left, right, and parallel to all common side lot lines in the subdivision.

8. All homes shall have a sewage disposal system approved by the appropriate regulatory authorities.

9. No animals shall be allowed in the subdivision, with the exception of domestic dogs and cats.

10. No noxious or offensive trade or activity shall be permitted on any lot or parcel of land in the subdivision, nor shall

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anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11. No lot or parcel of land in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition.

12. All dwelling houses erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. Any exposed block foundations shall be faced with brick, stone or stucco; any building erected shall be have a solid foundation and no imitation siding shall be used thereon, provided, however, that this provision shall not prohibit the use of high grade vinyl siding.

13. These restrictions shall be considered as covenants running with the land and shall be binding upon the purchaser of a lot or parcel of land in said subdivision, his heirs, successors and assigns. Acceptance of a deed for a lot in Harrison Subdivision, whether or not it shall be so expressed in any such deed, shall be deemed a covenant on the part of the grantee in said deed to comply with all terms and provisions of this Amended and Restated Covenants

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and Restrictions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by an owner in Harrison Subdivision to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should an owner file suit to enforce or restrain violation of any provision of these covenants and restrictions and should the owner be successful in the prosecution of said suit, then and in that event, the owner shall be entitled to recover his costs in the prosecution of the suit, including his reasonable attorney fees.

14. These restrictions shall be binding for a period of twenty (20) years from the date of recording, and shall renew automatically for periods of ten (10) years, provided, however, that these restrictions may be altered or amended at any time by the affirmative vote of the owners of not less than sixty (60%) percent of the lots in Harrison Subdivision. Any amendment which has the effect of changing the residential use only restriction of lot shall require the affirmative vote of the owners of not less than seventy-five (75%) percent of the owners of lots in Harrison Subdivision.

15. It is expressly agreed that if any one or more of the conditions, restrictions, or covenants herein contained shall be

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held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity or effectiveness of the other conditions, restrictions, or covenants herein contained.

16. No above ground swimming pools shall be permitted. Fencing of the front yards of any lot is prohibited. No signs of any kind may be erected on any lot, except (i) signs erected for identification of streets, traffic control, and directional purposes, and (ii) signs of a temporary nature advertising a lot for sale or temporary construction signs, which signs shall not exceed five (5) square feet in area.

17. Certain property in Harrison Subdivision, more particularly described on Exhibit "A" attached hereto, and consisting of Lots 12 and 13, is currently owned by Thomas J. Upshaw by virtue of deed dated February 13, 1996, from Donna L. Bertram Mayhew, of record at Deed Book D503, page 709-712, Register's Office, Cumberland County, Tennessee. That property is currently improved with a dwelling house which has been divided into two (2) apartments. Such usage violates the existing restrictive covenants for Harrison Subdivision and also violates the provisions of these Amended and Restated Covenants and Restrictions. In consideration of Thomas J. Upshaw's execution of this instrument and his agreement that such usage of the property described on Exhibit "A" attached

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hereto as a multiple family dwelling shall end upon Thomas J. Upshaw's sale, conveyance, or other alienation of the property, the undersigned owners agree not to pursue any legal remedies against Thomas J. Upshaw for such violation. It is the intent of the parties that upon the sale, conveyance, or other alienation of the property described above by Thomas J. Upshaw, that any multiple family usage of that property shall end and it shall be held and use by future owners as a single family dwelling only.

18. No condition existing on any lot in Harrison Subdivision or with regard to any dwelling thereon which existed at the time of the recording of this instrument which would violate the provisions of these Amended and Restated Covenants and Restrictions, but which would not violate the provisions of the existing restrictive covenants for Harrison Subdivision of record at Deed Book 44, page 89, et seq., Register's Office, Cumberland County, Tennessee, shall be deemed a violation of these Amended and Restated Covenants and Restrictions, and such condition shall be deemed exempt from the provisions of these Amended and Restated Covenants and Restrictions. The provisions of these Amended and Restated Covenants and Restrictions are intended to be applied prospectively only from and after the date of recording of this instrument in the office of the Register of Deeds of Cumberland County, Tennessee.

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EXECUTED this 15th day of November,
19 96, by JERRY W. BROWN and wife, SUE B. BROWN, who are the
owners of Lot 59 in Harrison Subdivision, which was acquired by a
deed of record at Deed Book 443, page 149, et seq., Register's
Office, Cumberland County, Tennessee.

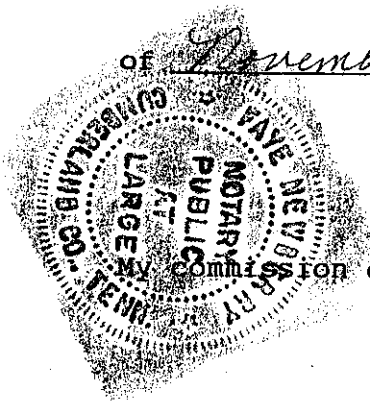
Jerry W. Brown
JERRY W. BROWN
Sue B. Brown
SUE B. BROWN

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared JERRY D. BROWN
and wife, SUE B. BROWN, the within named bargainors with whom I am
personally acquainted, (or proved to me on the basis of satisfactory
evidence), and who acknowledged the execution of the within and
foregoing instrument as their free act and deed for the purposes
therein contained.

WITNESS my hand and signature on this 15th day
of November, 1996.

Jaye Newberry
NOTARY PUBLIC



EXECUTED this 22 day of November,
1996, by D. MIKEL CAYWOOD and wife, DANA L. CAYWOOD, who are
the owners of Lot 48 in Harrison Subdivision, which was acquired by
a deed of record at Deed Book 482, page 435, et seq., Register's
Office, Cumberland County, Tennessee.

D. Mikel Caywood
D. MIKEL CAYWOOD

Dana L. Caywood
DANA L. CAYWOOD

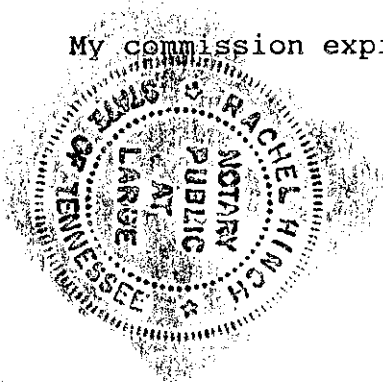
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared D. MIKEL
CAYWOOD and wife, DANA L. CAYWOOD, the within named bargainors with
whom I am personally acquainted, (or proved to me on the basis of
satisfactory evidence), and who acknowledged the execution of the
within and foregoing instrument as their free act and deed for the
purposes therein contained.

WITNESS my hand and signature on this 22nd day
of November, 1996.

Rachel Hines
NOTARY PUBLIC

My commission expires: January 12, 1997



BOOK D528 PAGE 30

EXECUTED this 12th day of December,
19 96, by ROY C. ELLER and wife, CLEDA ELLER, who are the owners
of Lots 33 and 34 in Harrison Subdivision. Lot 33 was acquired by a
deed of record at Deed Book 58, page 94, et seq.; and, Lot 34 was
acquired by deed of record at Deed Book 76, page 149, et seq.,
Register's Office, Cumberland County, Tennessee.

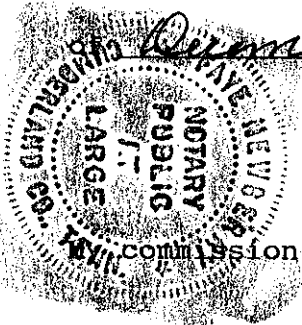
Roy C. Eller
ROY C. ELLER

Cleda Eller
CLEDA ELLER

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared ROY C. ELLER
and wife, CLEDA ELLER, the within named bargainors with whom I am
personally acquainted, (or proved to me on the basis of satisfactory
evidence), and who acknowledged the execution of the within and
foregoing instrument as their free act and deed for the purposes
therein contained.

WITNESS my hand and signature on this 12th day
December, 1996.



Jaye Newsberry
NOTARY PUBLIC

BOOK D528 PAGE 31

EXECUTED this 14th day of November,
1996, by the ESTATE OF ARTHUR G. HARRISON, acting by and
through the personal representative of the Estate appointed by Order
of the Probate and Family Court of Cumberland County, Tennessee
entered on June 27, 1996, in a cause styled "In the matter of the
Estate of Arthur G. Harrison, deceased", bearing Docket No. 10,142.
Arthur G. Harrison acquired title to Lot 44 in Harrison Subdivision
by deed of record at Deed Book 63, page 520, seq., Register's
Office, Cumberland County, Tennessee.

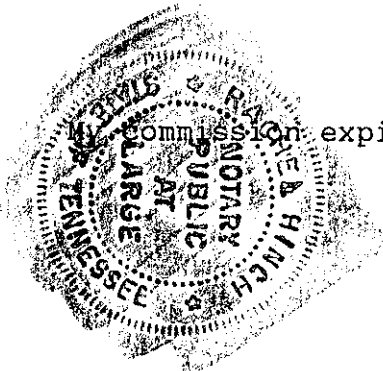
ESTATE OF ARTHUR G. HARRISON

BY Robert E. Harrison
ROBERT E. HARRISON, Executor

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared ROBERT E.
HARRISON, with whom I am personally acquainted, (or proved to me on
the basis of satisfactory evidence), and who, upon oath,
acknowledged himself to be Executor of the Estate of Arthur G.
Harrison, and that he as such Executor, being authorized so to do
executed the foregoing instrument for the purposes therein contained
by signing the name of the Estate by himself as such Executor.

WITNESS my hand and seal of office this 14th day
of November, 1996.



Rachel Hines
NOTARY PUBLIC

My Commission expires: January 12, 1997

BOOK D528 PAGE 32

EXECUTED this 5th day of December,
19 96, by GEORGE E. HARRISON, President of OBED, INC., which
serves as Trustee of the BRIAN CHRISTOPHER HARRISON TRUST. The
Brian Christopher Harrison Trust acquired title to Lots 6 and 7 in
Harrison Subdivision, acquired by deed of record at Deed Book 414,
page 31, et seq., Register's Office, Cumberland County, Tennessee.

BRIAN CHRISTOPHER HARRISON TRUST

BY George E. Harrison
GEORGE E. HARRISON, PRESIDENT OF
OBED, INC., TRUSTEE

State of Florida)
County of Brevard)

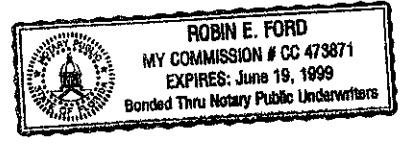
Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared George E.
Harrison, with whom I am personally acquainted, (or proved to me on
the basis of satisfactory evidence), and who, upon oath,
acknowledged himself to be President of Obed, Inc., a Tennessee
corporation which serves as Trustee of the Brian Christopher
Harrison Trust, and that he as such officer, being authorized so to
do executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation as Trustee of the
Brian Christopher Harrison Trust, by himself as such officer.

WITNESS my hand and seal of office this 5th day
of December, 1996.

BOOK D528 PAGE 33

Robin E. Ford
NOTARY PUBLIC

My commission expires: _____



FBL H 625 305 44 4/600

EXECUTED this 5th day of December,
19 96, by GEORGE E. HARRISON, General Partner of THE SEA GROUP
PARTNERSHIP, a Tennessee general partnership. The SEA GROUP
PARTNERSHIP acquired title to Lots 50, 51, and 52 in Harrison
Subdivision, acquired by deed of record at Deed Book 451, page 664,
et seq., Register's Office, Cumberland County, Tennessee.

THE SEA GROUP PARTNERSHIP

BY George E. Harrison
GEORGE E. HARRISON, GENERAL PARTNER

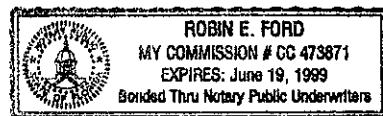
State of Florida)
County of Brevard)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared George E.
Harrison, with whom I am personally acquainted, (or proved to me on
the basis of satisfactory evidence), and who, upon oath,
acknowledged himself to be General Partner of The Sea Group
Partnership, a Tennessee general partnership, and that he as such
General Partner, being authorized so to do executed the foregoing
instrument for the purposes therein contained by signing the name of
the general partnership by himself as such General Partner.

WITNESS my hand and seal of office this 5th day
of December, 1996.

Robin E. Ford
NOTARY PUBLIC

My commission expires: _____



BOOK D528 PAGE 34

PDL#62530814 4600

EXECUTED this 5th day of December,
19 96, by GEORGE E. HARRISON, President of OBED, INC., which
serves as Trustee of the CLAIRE MARIE HARRISON TRUST. The Claire
Marie Harrison Trust acquired title to Lots 1, 3, and 8 in Harrison
Subdivision, acquired by deed of record at Deed Book 414, page 29,
et seq., Register's Office, Cumberland County, Tennessee.

CLAIRE MARIE HARRISON TRUST

BY George E. Harrison
GEORGE E. HARRISON, PRESIDENT OF
OBED, INC., TRUSTEE

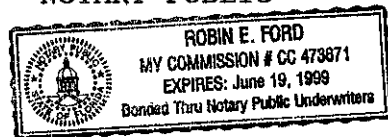
State of Florida)
County of Brevard)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared George E.
Harrison, with whom I am personally acquainted, (or proved to me on
the basis of satisfactory evidence), and who, upon oath,
acknowledged himself to be President of Obed, Inc., a Tennessee
corporation which serves as Trustee of the Claire Marie Harrison
Trust, and that he as such officer, being authorized so to do
executed the foregoing instrument for the purposes therein contained
by signing the name of the corporation as Trustee of the Claire
Marie Harrison Trust, by himself as such officer.

WITNESS my hand and seal of office this 5th day
of December, 1996.

Robin E. Ford
NOTARY PUBLIC

My commission expires: _____



BOOK D528 PAGE 35

FDLH625305444600

EXECUTED this 15th day of November,
1996, by GRACE W. HARRISON, who is the owner of Lot 43 in
Harrison Subdivision, which was acquired by Arthur G. Harrison and
wife, Grace W. Harrison by a deed of record at Deed Book 140, page
381, et seq., Register's Office, Cumberland County, Tennessee.
Arthur G. Harrison is deceased and Grace W. Harrison acquired title
as the surviving tenant by the entirety.

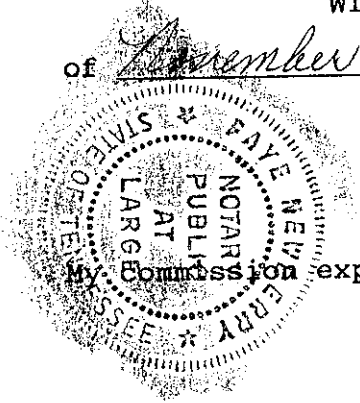
Grace W. Harrison
GRACE W. HARRISON

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared GRACE W.
HARRISON, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as her free act and deed for the purposes therein
contained.

WITNESS my hand and signature on this 15th day
of November, 1996.

Jaye Newberry
NOTARY PUBLIC



EXECUTED this 14th day of November,
19 96, by ROBERT E. HARRISON and wife, LISA G. HARRISON, who are
the owners of Lots 61 and 63 in Harrison Subdivision, which were
acquired by a deed of record at Deed Book 496, page 602, et seq.,
Register's Office, Cumberland County, Tennessee.

Robert E. Harrison
ROBERT E. HARRISON

Lisa G. Harrison
LISA G. HARRISON

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared ROBERT E.
HARRISON and wife, LISA G. HARRISON, the within named bargainers
with whom I am personally acquainted, (or proved to me on the basis
of satisfactory evidence), and who acknowledged the execution of the
within and foregoing instrument as their free act and deed for the
purposes therein contained.

WITNESS my hand and signature on this 14th day
of November, 1996.

Jaye Newberry
NOTARY PUBLIC

My commission expires: June 27, 1998

BOOK D528 PAGE 37

EXECUTED this 11th day of March, 1997, by ESTATE OF MARGARET KEYES HARRISON, acting by and through the personal representatives of the Estate appointed by Order of the Probate and Family Court of Cumberland County, Tennessee entered on December 20, 1995 in a cause styled "In the matter of the Estate of Margaret Keyes Harrison, deceased", bearing Docket No. 9816. At the time of her death, Margaret Keyes Harrison owned Lots 16, 17, 18, 19, 20, 21, and 22 in Harrison Subdivision. The Estate of Margaret Keyes Harrison presently owns those lots. Lots 16, 17, 18, 19, 20, and 22 were acquired by Margaret Keyes Harrison by deed of record at Deed Book 150, page 278, et seq. Lot 21 was acquired by Margaret Keyes Harrison by deed of record at Deed Book 104, page 129, et seq., Register's Office, Cumberland County, Tennessee.

ESTATE OF MARGARET KEYES HARRISON

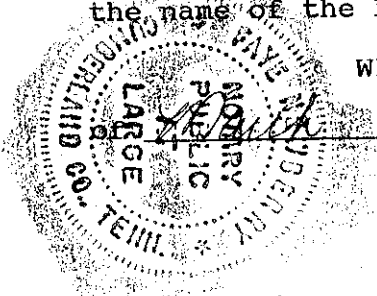
BY Jean Durfee, Executrix
 JEAN DURFEE, Co-Executor

BY Joanne H. Stone, Executrix
 JOANNE H. STONE, Co-Executor

BY Mary Lucile Strachn, Executrix
 MARY LUCILE STRACHN, Co-Executor

State of Tennessee)
 County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Jean Durfee, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Co-Executor of the Estate of Margaret Keyes Harrison, and that she as such Co-Executor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Estate by herself as such Co-Executor.



WITNESS my hand and seal of office this 11th day _____, 1997.

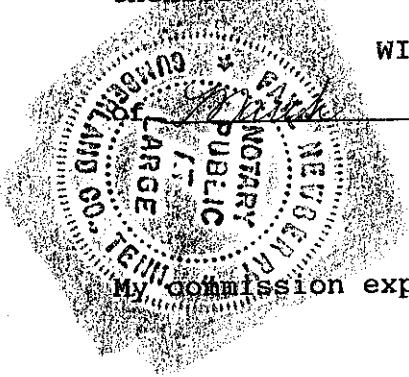
Faye Newberry
 NOTARY PUBLIC

My commission expires: June 27, 1998

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared JOANNE H. STONE and MARY LUCILE STRACHN, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Co-Executors of the Estate of Margaret Keyes Harrison, and that they as such Co-Executors, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Estate by themselves as such Co-Executors.

WITNESS my hand and seal of office this 11th day _____, 1997.



Jaye Newberry
NOTARY PUBLIC

EXECUTED this 15th day of November,
1996, by DAVID HOLLINGSWORTH, who is the owner of Lot 11 in
Harrison Subdivision, acquired by deed of record at Deed Book 487,
page 735, et seq., Register's Office, Cumberland County, Tennessee.

David Hollingsworth
DAVID HOLLINGSWORTH

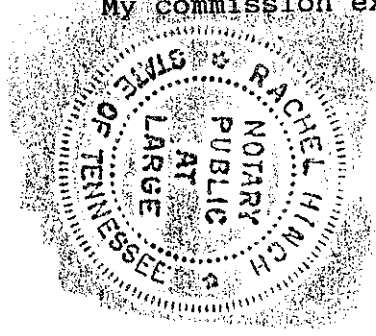
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared DAVID
HOLLINGSWORTH, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as his free act and deed for the purposes therein
contained.

WITNESS my hand and signature on this 15th day
of November, 1996.

Rachel Hinch
NOTARY PUBLIC

My commission expires: January 12, 1997



BOOK D528 PAGE 40

EXECUTED this 14th day of November,
19 96, by R. DONATHAN IVEY and wife, BETTY IVEY, who are the
owners of Lots 35, 36 and 37 in Harrison Subdivision. Lots 35 and
36 were acquired by a deed of record at Deed Book 203, page 48, et
seq.; and, Lot 37 was acquired by 257, page 86, et seq., Register's
Office, Cumberland County, Tennessee.


R. DONATHAN IVEY

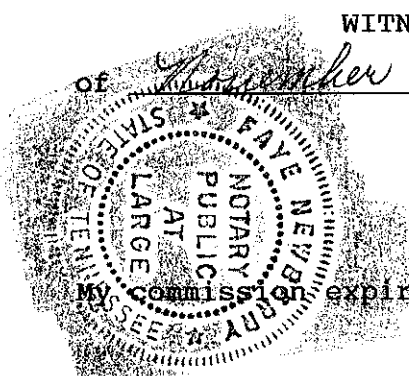

BETTY IVEY

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared R. DONATHAN
IVEY and wife, BETTY IVEY, the within named bargainors with whom I
am personally acquainted, (or proved to me on the basis of
satisfactory evidence), and who acknowledged the execution of the
within and foregoing instrument as their free act and deed for the
purposes therein contained.

WITNESS my hand and signature on this 14th day

of November, 1996.




NOTARY PUBLIC

EXECUTED this 14th day of November,
19 96, by BETTY IVEY, who is the owner of Lots 24, 26, 28, 31,
and 32 in Harrison Subdivision, which were acquired by deed of
record at Deed Book 501, page 764, et seq., Register's Office,
Cumberland County, Tennessee.

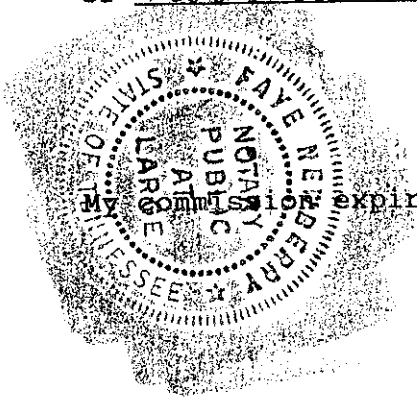
Betty Ivey
BETTY IVEY

State of Tennessee)
County of Cumberland)


Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared BETTY IVEY,
the within named bargainor with whom I am personally acquainted, (or
proved to me on the basis of satisfactory evidence), and who
acknowledged the execution of the within and foregoing instrument as
her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 14th day
of November, 1996.

Faye Newberry
NOTARY PUBLIC




EXECUTED this 14th day of November,
19 96, by R. DONATHAN IVEY, who is the owner of Lots 23, 29, 25,
27, and 30 in Harrison Subdivision. Lots 23 and 29 were acquired by
deed of record at Deed Book 145, page 100, et seq.; and, Lots 25,
27, and 30 were acquired by a deed of record at Deed book 122, page
166, et seq., Register's Office, Cumberland County, Tennessee.


R. DONATHAN IVEY

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared R. DONATHAN
IVEY, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as his free act and deed for the purposes therein
contained.

WITNESS my hand and signature on this 14th day
of November, 1996.


NOTARY PUBLIC

My commission expires: June 27, 1998

BOOK D528 PAGE 43

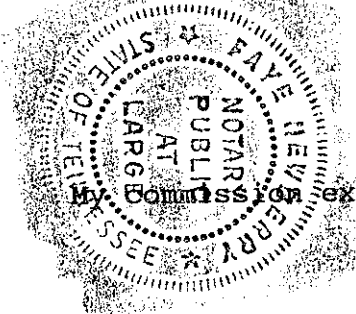
EXECUTED this 13th day of November,
1996, by B. C. PARKER, who is the owner of Lots 65 and 67 in
Harrison Subdivision, which were acquired by a deed B. C. Parker and
wife, Peggy S. Parker by deed of record at Deed Book 410, page 279,
et seq., Register's Office, Cumberland County, Tennessee. Peggy S.
Parker is deceased and B. C. Parker acquired title as the surviving
tenant by the entirety.

B. C. Parker
B. C. PARKER

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared B. C. PARKER,
the within named bargainer with whom I am personally acquainted, (or
proved to me on the basis of satisfactory evidence), and who
acknowledged the execution of the within and foregoing instrument as
his free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 13th day
of November, 1996.



Faye Newberry
NOTARY PUBLIC

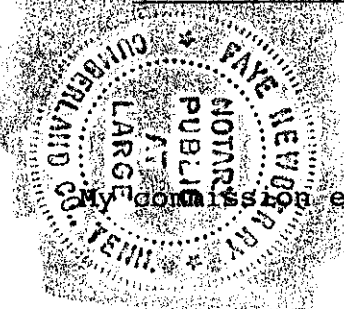
EXECUTED this 15th day of November,
19 96, by EDNA SUE PATTON, who is the owner of Lots 53, 54, 55,
and 56 in Harrison Subdivision, acquired by deed of record at Deed
Book 267, page 852, et seq., Register's Office, Cumberland County,
Tennessee.

Edna Sue Patton
EDNA SUE PATTON

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared EDNA SUE
PATTON, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as her free act and deed for the purposes therein
contained.

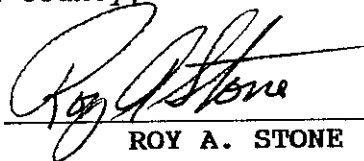
WITNESS my hand and signature on this 15th day
of November, 1996.



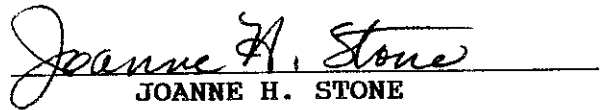
Jaye Newberry
NOTARY PUBLIC

My commission expires: June 27, 1998

EXECUTED this 22nd day of November,
19 96, by ROY A. STONE and wife, JOANNE H. STONE, who are the
owners of Lots 9, 10, and 38 in Harrison Subdivision. Lots 9 and 10
were acquired by a deed of record at Deed Book 48, page 175; and Lot
38 was acquired by deed of record at Deed Book 139, page 465, et
seq., Register's Office, Cumberland County, Tennessee.



ROY A. STONE

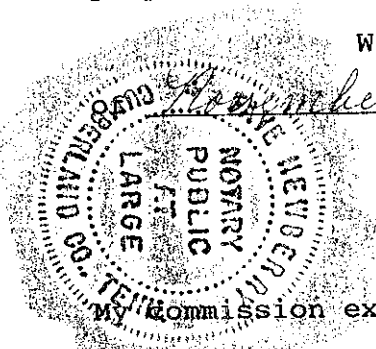


JOANNE H. STONE

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared ROY A. STONE
and wife, JOANNE H. STONE, the within named bargainors with whom I
am personally acquainted, (or proved to me on the basis of
satisfactory evidence), and who acknowledged the execution of the
within and foregoing instrument as their free act and deed for the
purposes therein contained.

WITNESS my hand and signature on this 22nd day
November, 1996.





NOTARY PUBLIC

My Commission expires: June 27, 1998

EXECUTED this 12th day of December,
19 96, by MARY LUCILE STRACHN, who is the owner of Lots 60 and
62 in Harrison Subdivision, which were acquired by deed of record at
Deed Book 213, page 197, et seq., Register's Office, Cumberland
County, Tennessee.

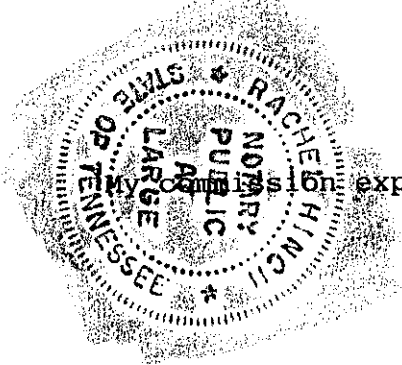
Mary Lucile Strachn
MARY LUCILE STRACHN

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared MARY LUCILE
STRACHN, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as her free act and deed for the purposes therein
contained.

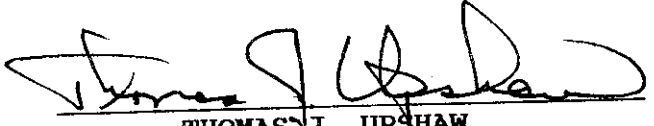
WITNESS my hand and signature on this 12th day
of December, 1996.

Rachel Hines
NOTARY PUBLIC



My Commission expires: January 12, 1997

EXECUTED this 15th day of November,
19 96, by THOMAS J. UPSHAW, who is the owner of Lots 12 and 13
in Harrison Subdivision, acquired by deed of record at Deed Book
503, page 709, et seq., Register's Office, Cumberland County,
Tennessee.

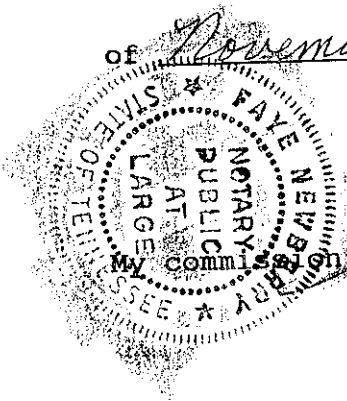

THOMAS J. UPSHAW

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared THOMAS J.
UPSHAW, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as his free act and deed for the purposes therein
contained.

WITNESS my hand and signature on this 15th day
of November, 1996.


NOTARY PUBLIC



My commission expires: June 27, 1998

EXECUTED this 15th day of November,
1996, by M. LOUISE WALKER, who is the owner of Lots 57 and 58
in Harrison Subdivision, which were acquired by deed of record at
Deed Book 49, page 276, et seq., Register's Office, Cumberland
County, Tennessee.

M. Louise Walker
M. LOUISE WALKER

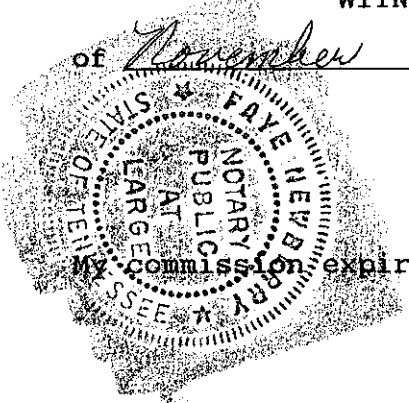
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared M. LOUISE
WALKER, the within named bargainer with whom I am personally
acquainted, (or proved to me on the basis of satisfactory evidence),
and who acknowledged the execution of the within and foregoing
instrument as her free act and deed for the purposes therein
contained.

WITNESS my hand and signature on this 15th day
of November, 1996.

Jaye Newberry
NOTARY PUBLIC

My commission expires: June 27, 1998



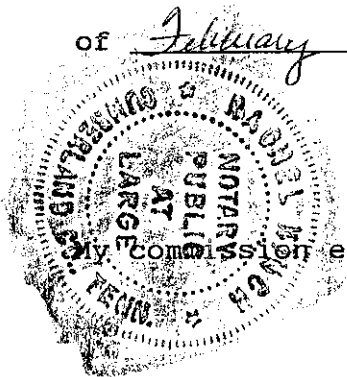
EXECUTED this 28 day of February,
1997, by ROBERT A. SAFDIE and wife, DALE TORRI-SAFDIE, who are
the owners of Lots 45 and 46 in Harrison Subdivision, which were
acquired by a deed of record at Deed Book 439, page 143, et seq.,
Register's Office, Cumberland County, Tennessee.

Robert A. Safdie
ROBERT A. SAFDIE
Dale Torri-Safdie
DALE TORRI-SAFDIE

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public
in and for said State and County, personally appeared ROBERT A.
SAFDIE and wife, DALE TORRI-SAFDIE, the within named bargainors with
whom I am personally acquainted, (or proved to me on the basis of
satisfactory evidence), and who acknowledged the execution of the
within and foregoing instrument as their free act and deed for the
purposes therein contained.

WITNESS my hand and signature on this 28th day
of February, 1997.



Rachel Hines
NOTARY PUBLIC

EXECUTED this 12th day of December, 1996, by **MARY LUCILE STRACHN** and the **ESTATE OF RALPH L. STRACHN**, acting by and through the personal representatives of the Estate appointed by Order of the Probate and Family Court of Cumberland County, Tennessee entered on August 29, 1996, in a cause styled "In the matter of the Estate of Ralph L. Strachn, deceased", bearing Docket No. 10,268. Ralph L. Strachn and Mary Lucile Strachn acquired title to Lots 39, 40, 41, 42, 64, 66, 68, 69, 70, and 71 in Harrison Subdivision by deed of record at Deed Book 139, page 376, seq., Register's Office, Cumberland County, Tennessee.

Mary Lucile Strachn
MARY LUCILE STRACHN

ESTATE OF RALPH L. STRACHN

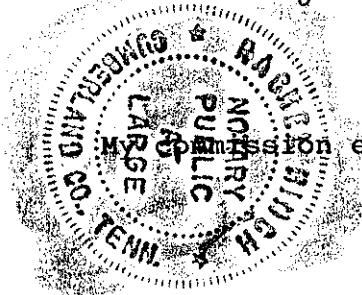
BY Alan D. Strachn
ALAN D. STRACHN, Co-Executor

BY Barbara Strachn Kemmer
BARBARA STRACHN KEMMER,
Co-Executor

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared ALAN D. STRACHN and BARBARA STRACHN KEMMER, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Co-Executors of the Estate of Ralph L. Strachn, and that they as such Co-Executors, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Estate by themselves as such Co-Executors.

WITNESS my hand and seal of office this 28th day
of February, 1997.



Rachel Hmel
NOTARY PUBLIC

BOOK D528 PAGE 51

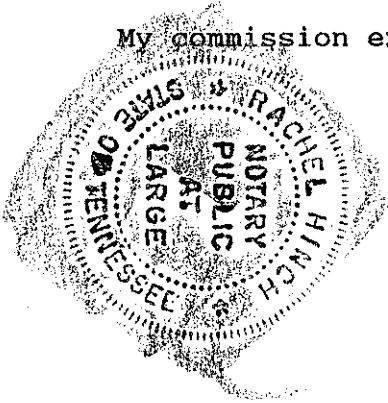
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **MARY LUCILE STRACHN**, the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 12th day of December, 1996.

Rachel Hinch
NOTARY PUBLIC

My commission expires: January 12, 1997



State of Tennessee, County of CUMBERLAND
Received for record the 18 day of
MARCH 1997 at 1:19 PM. (RECN 172666)
Recorded in official records DEED
Book D528 Page 21- 52
Notebook 10 Page 83
State Tax \$.00 Clerks Fee \$.00,
Recording \$128.00, Total \$ 128.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register VELMA DAUGHERTY