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Steve Smith, Register  
Haywood County  
Rec #: 66778  
Rec'd: 50.00 Instrument #: 35721  
State: 0.00 Recorded  
Clerk: 0.00 7/29/2015 at 11:00 AM  
Other: 2.00 in Record Book  
Total: 52.00 133  
Pgs 235-244

Space Above This Line For Recording Data

This document was prepared by Loan Department, The Bank of Fayette County, P.O. Box 519, Rossville, TN 38066-0519

The MAXIMUM PRINCIPAL INDEBTEDNESS for Tennessee Recording Tax Purposes is \$106,250.00.  
Tennessee Recording tax paid with Deed of Trust recorded simultaneously herewith.

## ASSIGNMENT OF LEASES AND RENTS

Absolute Assignment

**DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is 7/28/2015. The parties and their addresses are:

**ASSIGNOR:**

**MICHAEL A MCCASLIN**  
654 ANTEBELLUM WAY  
COLLIERVILLE, TN 38017

**ROBERT A ALLEN**  
7515 CORPORATE CENTER  
GERMANTOWN, TN 38138

**LENDER:**

**THE BANK OF FAYETTE COUNTY**  
Organized and existing under the laws of Tennessee  
610 Mulberry Ave.  
Selmer, TN 38375

**1. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$106,250.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

**2. SECURED DEBTS.** The term "Secured Debts" includes and this Assignment will secure each of the following:

MICHAEL A MCCASLIN  
Tennessee Assignment of Leases and Rents  
TN/4XXXADYER00000000009323051072815N  
\*000000000005215610122807282015\*

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**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5215610, dated July 28, 2015, from Assignor to Lender, with a loan amount of \$106,250.00.

**B. All Debts.** All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

**3. ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby absolutely, unconditionally, irrevocably and immediately assign, grant and convey to Lender all the right, title and interest in the following (Property).

**A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

**B.** Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).

**C.** The term Property as used in this Assignment shall include the following described real property:

See attached Exhibit A

The property is located in Haywood County at 25 SOUTH GRAND AVE, BROWNSVILLE, Tennessee 38012.

This agreement is an absolute assignment and not an assignment for additional security. In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

**4. PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

**5. COLLECTION OF RENTS.** Lender grants Assignor a revocable license to collect, receive, enjoy and use the Rents as long as Assignor is not in default. Assignor's default automatically and immediately revokes this license. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender.

MICHAEL A MCCASLIN  
Tennessee Assignment of Leases and Rents

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Assignor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Assignment or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Assignor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Assignor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Assignor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

This Assignment will remain effective during any statutory redemption period until the Secured Debts are satisfied.

**6. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property. Expenses include, but are not limited to, reasonable attorneys' fees, all court and other collection costs, including all costs of enforcing the security agreement or similar instrument, actually incurred by Lender, including those incurred on appeal. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

**7. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**8. CONDEMNATION.** Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

**10. WARRANTIES AND REPRESENTATIONS.** Assignor has the right and authority to enter into this Assignment. The execution and delivery of this Assignment will not violate any agreement governing Assignor or to which Assignor is a party.

**A. Title.** Assignor has good title to the Leases, Rents and Property and the right to absolutely, unconditionally, irrevocably and immediately assign, grant and convey to Lender the Leases and Rents, and no other person has any right in the Leases and Rents.

**B. Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

**C. Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

**D. Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

**E. Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

**11. COVENANTS.** Assignor agrees to the following covenants:

**A. Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

**B. Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

**C. Right To Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

**D. Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

**E. Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

**F. Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

**G. Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

**H. Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

**I. Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

**J. Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

**K. Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect

regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

**L. Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

**12. DEFAULT.** Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Assignor fails to make a payment in full when due.

**B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

**C. Death or Incompetency.** Assignor dies or is declared legally incompetent.

**D. Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

**E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.

**F. Other Agreements.** Assignor is in default on any other debt or agreement Assignor has with Lender.

**G. Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Assignor fails to satisfy or appeal any judgment against Assignor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.

**M. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**13. REMEDIES.** After Assignor defaults, Lender may at Lender's option do any one or more of the following.

**A. Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

**B. Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

**C. Sources.** Lender may use any and all remedies Lender has under Tennessee or federal law or in any document relating to the Secured Debts.

**D. Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

**E. Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

**F. Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

**G. Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

**H. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

**14. TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

**15. WAIVERS.** Except to the extent prohibited by law, Assignor waives all appraisal, homestead exemption, and curtesy and dower rights relating to the Property. In addition, equitable and statutory rights of redemption by Assignor after foreclosure sale are expressly waived to the extent not prohibited by law.

**16. APPLICABLE LAW.** This Assignment is governed by the laws of Tennessee, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**17. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

**18. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is

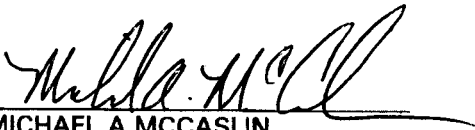
unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**19. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

**20. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**SIGNATURES.** By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

**ASSIGNOR:**

  
MICHAEL A MCCASLIN  
Individually

  
ROBERT A ALLEN  
Individually

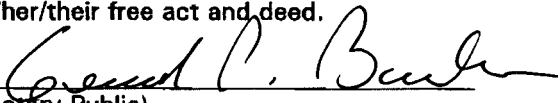
**ACKNOWLEDGMENT.**

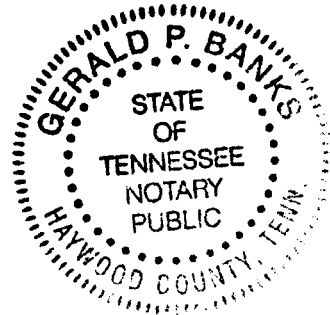
STATE OF TENNESSEE, COUNTY OF HAYWOOD ss.

On this 28th day of July 2015, before me personally appeared MICHAEL A MCCASLIN , and ROBERT A ALLEN , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My commission expires:

2-22-17

  
(Notary Public)



Please return this document after recording to Loan Department, The Bank of Fayette County, P.O. Box 519, Rossville, TN 38066-0519

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MICHAEL A MCCASLIN  
Tennessee Assignment of Leases and Rents  
TN/4XXXADYER0000000009323051072815N

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EXHIBIT A

Property known as 25 South Grand Ave., Brownsville, TN 38012

FIRST PARCEL: BEGINNING at a stake in the west margin of what is known as U. S. Highway No. 70, and 30 feet from the center of said Highway, being the southeast corner of a lot in the name of Tennessee Oil Company, and being 140.6 feet in a southerly direction from the center of West Main Street, being the northeast corner of this now described lot; runs thence with the margin of said Highway, south 90.0 feet to a stake; thence south 88 degrees 58 minutes west 177.1 feet to a stake in the east line of what is now known as Southall Dickson Subdivision; thence with the east line of said lot, north zero degrees 44 minutes west 90.0 feet to a stake the southwest corner of a lot cut off this day and shown on the plat of this survey as Lot No. 1; thence with the south line of Lot No. 1, north 88 degrees 58 minutes east and passing the southwest corner of the Tennessee Oil Company lot, in all, 178.25 feet to the point of beginning.

BUT LESS AND EXCEPTING FROM THE ABOVE DESCRIBED LOT, the hereinafter described lot or parcel of land which is more particularly described as follows, to-wit:

BEGINNING at a stake in the west margin of Grand Avenue or U. S. Highway No. 70, and 30 feet from the center of said highway, being the southeast corner of a lot in the name of Hooper Oil Co., Inc. and being 140.6 feet in a southerly direction from the center of West Main Street, and being the northeast corner of this now described lot; runs thence with the west margin of said highway or Grand Avenue south 20 feet to a stake; runs thence north 86 degrees 45 minutes 41 seconds west 134.05 feet to a stake; runs thence north 3 degrees 26 minutes east 20 feet to a stake, the southeast corner of a lot this day conveyed to First State Bank, Brownsville, Tennessee, by Hooper Oil Co., Inc.; runs thence south 86 degrees 45 minutes 41 seconds east 134.05 feet following the south boundary line of the Hooper Oil Company, Inc. lots to the point of beginning.

Being the same real estate conveyed to Hooper Oil Company, Inc. by deed recorded in Deed Book 181, page 245, Register's Office, Haywood County, Tennessee.

SECOND PARCEL: BEGINNING at an existing railroad spike in the west margin of U. S. Highway No. 70 (South Grand Avenue) at D. E. Stewart's southeast corner and the northeast corner of this description and being located south 04 degrees 18 minutes west 230.6 feet along the west margin of U. S. Highway No. 70 (margin taken as 30.0 feet at right angles from highway centerline) from its intersection with the centerline of Highway No. 54; thence from the point of beginning, south 04 degrees 18 minutes west 139.27 feet along the west margin of U. S. Highway 70 to an existing railroad spike at Margie Lockard's northeast corner and being the southeast corner of this description; thence from the west margin of U. S. Highway No. 70, north 85 degrees 25 minutes west 176.88 feet along Lockard's north line (motel property) to a new iron pin in Fred Bishop's east boundary line which point is Lockard's northwest corner and the southwest corner of this description; thence along the east line of Bishop, C. T. Hooper and Ray Powell, north 04 degrees 36 minutes east 135.13 feet to an existing iron point at Stewart's southwest corner and being the northwest corner of this description; thence south 86 degrees 46 minutes east 176.23 feet along Stewart's south line to an existing railroad spike at the point of beginning and containing 24,220 square feet or 0.556 acre, according to survey made by Reasons Engineering & Associates, Inc., Registered Land Surveyors, on January 18, 1988.

THIRD PARCEL: BEGINNING at a stake in the south margin of what is known as West Main Street and 30 feet from the center of said street, being the northwest corner of this now described lot and being the northeast corner of a lot in the name of Walter Powell; runs thence with the south margin of West Main Street south 86 degrees 34 minutes east 43.50 feet to a stake in the south margin of said street; runs thence south 3 degrees 26 minutes west 111.41 feet to a stake; runs thence north 86 degrees 45 minutes 41 seconds west 43.50 feet to a stake in the east boundary line of the Walter Powell lot; runs thence north 3 degrees 26 minutes east with the east boundary line of the Walter Powell lot 111.7 feet to an iron pin set at the point of beginning in the south margin of West Main Street.

Being the property conveyed to ROBERT A. ALLEN and MICHAEL A. McCASLIN by deed of MOORE OUTDOOR ADVERTISING, LLC recorded in Record Book 133, Page 224, Register's Office, Haywood County, Tennessee.

Second lot is subject to all easements, encumbrances and other matters of record, specifically including, without limitations, the easement recorded in Deed Book 96, page 428, and the easement recorded in Deed Book 198, page 455 of said Register's Office.