

SOUTH STREET EQUITIES, INC. -
SOUTH STREET EQUITIES, INC.
1607 HORTON AVENUE
NASHVILLE TN 37212

STEVEN L. LEFKOVITZ
LEFKOVITZ & LEFKOVITZ
618 CHURCH ST., #410
NASHVILLE, TN 37219-2321

EPPS. THOMAS
C/O JASON D HOLLERMAN, ESQ
333 UNION STREET, STE 300
NASHVILLE TN 37201

FAIRFIELD FINANCIAL SERVICES, INC.
C/O JACK KING ESQ
1200 ONE NASHVILLE PLACE
NASHVILLE TN 37219

HORIZON LEASING LLC
58 MUSIC SQUARE WEST
NASHVILLE TN 37212

JONES, KELLY
C/O JASON D HOLLERMAN, ESQ
333 UNION STREET, STE 300
NASHVILLE TN 37201

United States Bankruptcy Court
Middle District of Tennessee

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): SOUTH STREET EQUITIES, INC.
Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):
All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all): 62-1807751
Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all):
Street Address of Debtor (No. & Street, City, and State): 1607 HORTON AVENUE Nashville, TN
Street Address of Joint Debtor (No. & Street, City, and State):
County of Residence or of the Principal Place of Business: Davidson
County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):
Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box)
Nature of Business (Check all applicable boxes.)
Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)
Nature of Debts (Check one box)

Filing Fee (Check one box)
Chapter 11 Debtors
Check one box:
Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).
Check if:
Debtor's aggregate noncontingent liquidated debts owed to non-insiders or affiliates are less than \$2 million.

Statistical/Administrative Information
Debtor estimates that funds will be available for distribution to unsecured creditors.
Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.
THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors
Estimated Assets
Estimated Debts

<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): SOUTH STREET EQUITIES, INC.</p>
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Prior Bankruptcy Case Filed Within Last 8 Years (If more than one, attach additional sheet)

<p>Location Where Filed: - None -</p>	<p>Case Number:</p>	<p>Date Filed:</p>
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Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

<p>Name of Debtor: - None -</p>	<p>Case Number:</p>	<p>Date Filed:</p>
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<p>District:</p>	<p>Relationship:</p>	<p>Judge:</p>
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<p align="center">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p align="center">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.</p> <p>I further certify that I delivered to the debtor the notice required by §342(b) of the Bankruptcy Code.</p> <p>X _____ Signature of Attorney for Debtor(s) Date</p>
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<p align="center">Exhibit C</p> <p>Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No</p>	<p align="center">Certification Concerning Debt Counseling by Individual/Joint Debtor(s)</p> <p><input type="checkbox"/> I/we have received approved budget and credit counseling during the 180-day period preceding the filing of this petition.</p> <p><input type="checkbox"/> I/we request a waiver of the requirement to obtain budget and credit counseling prior to filing based on exigent circumstances. (Must attach certification describing.)</p>
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<p align="center">Information Regarding the Debtor (Check the Applicable Boxes)</p> <p align="center">Venue (Check any applicable box)</p> <p><input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>

<p align="center">Statement by a Debtor Who Resides as a Tenant of Residential Property <i>Check all applicable boxes.</i></p> <p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p>_____ (Name of landlord that obtained judgment)</p> <p>_____ (Address of landlord)</p> <p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p>
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Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
SOUTH STREET EQUITIES, INC.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by §342(b) of the Bankruptcy Code.
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by §1515 of title 11 are attached.

Pursuant to §1511 of title 11, United States Code, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney

X /s/ Steven L. Lefkovitz
Signature of Attorney for Debtor(s)

Steven L. Lefkovitz 5953
Printed Name of Attorney for Debtor(s)

Lefkovitz & Lefkovitz
Firm Name

618 Church St., #410
Nashville, TN 37219-2321

Address

Email: slefkovitz@lefkovitz.com

615-256-8300 Fax: 615-255-4516
Telephone Number

August 1, 2006
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19B is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose social security number is provided above.

Names and Social Security numbers of all other individuals who assisted or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ AUVERGNE DANTIGNAC BY CATHY LOOPER, ATTORNEY IN FACT
Signature of Authorized Individual

AUVERGNE DANTIGNAC BY CATHY LOOPER, ATTORNEY IN FACT
Printed Name of Authorized Individual

PRESIDENT
Title of Authorized Individual

August 1, 2006
Date

General Power of Attorney

(with Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Auvergne D'Antignac (AKA Vern Don) of _____

the undersigned Grantor (hereinafter Principal), do hereby make and grant a general power of attorney to Cathy A. Cooper, 918-361-7117 of 318 E. Thompson, Sapulpa, OK 74066 and do thereupon constitute and appoint said individual as my Attorney-in-Fact/Agent.

If my Agent is unable to serve for any reason, I designate _____ of _____, as my successor Agent.

My Attorney-in-Fact/Agent shall act in my name, place and stead in any way that I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The Principal must write his or her initials in the corresponding blank space of each box below with respect to each of the subdivisions (A) through (N) below for which the Principal wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- (A) Real estate transactions
- (B) Tangible personal property transactions
- (C) Bond, share and commodity transactions
- (D) Banking transactions
- (E) Business operating transactions
- (F) Insurance transactions
- (G) Gifts to charities and individuals other than Attorney-in-Fact/Agent
(If trust distributions are involved or tax consequences are anticipated, consult an attorney.)
- (H) Claims and litigation
- (I) Personal relationships and affairs
- (J) Benefits from military service

- (K) Records, reports and statements
- (L) Full and unqualified authority to my Attorney in Fact/Agent to delegate any or all of the foregoing powers to any person or persons whom my Attorney in Fact/Agent shall select
- (M) Access to safe deposit box(es)
- (N) All other matters

Durable Provision:

(O) If the blank space in the block to the left is initialed by the Principal, this power of attorney shall not be affected by the subsequent disability or incompetence of the Principal.

Other Terms: _____

My Attorney-in-Fact/Agent hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he or she in his or her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 26th day of June, 2006

Signed in the presence of:

 Witness

 Witness

EXP 3-21-09

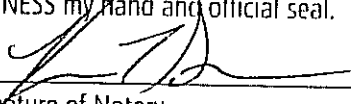
 Grantor (Principal)

 Attorney-in-Fact/Agent

State of Tennessee)
County of Davidson)

On June 24th 2016, before me, Kevin T. Sorensen,
appeared Cathy A. Lopez and Avergne D. Anthony, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

Affiant Known Produced ID

Type of ID Driver's License
(Seal)

ETP J.21-09

**United States Bankruptcy Court
Middle District of Tennessee**

In re SOUTH STREET EQUITIES, INC.

Debtor(s)

Case No.

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept.....	\$	<u>0.00</u>
Prior to the filing of this statement I have received.....	\$	<u>0.00</u>
Balance Due.....	\$	<u>0.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: August 1, 2006

/s/ Steven L. Lefkovitz

**Steven L. Lefkovitz 5953
Lefkovitz & Lefkovitz
618 Church St., #410
Nashville, TN 37219-2321
615-256-8300 Fax: 615-255-4516
slefkovitz@lefkovitz.com**

United States Bankruptcy Court Middle District of Tennessee

In re SOUTH STREET EQUITIES, INC.
Debtor(s)

Case No. _____
Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
EPPS. THOMAS C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201	EPPS. THOMAS C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201		Contingent Unliquidated Disputed	Unknown
JONES, KELLY C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201	JONES, KELLY C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201		Contingent Unliquidated Disputed	Unknown

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the PRESIDENT of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date August 1, 2006

Signature /s/ AUVERGNE DANTIGNAC BY CATHY LOOPER,
ATTORNEY IN FACT
AUVERGNE DANTIGNAC BY CATHY LOOPER,
ATTORNEY IN FACT
PRESIDENT

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
Middle District of Tennessee**

In re SOUTH STREET EQUITIES, INC.,
Debtor

Case No. _____

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities."

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		
			ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	500,000.00		
B - Personal Property	Yes	3	0.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		325,744.60	
E - Creditors Holding Unsecured Priority Claims	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		0.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		9			
Total Assets			500,000.00		
			Total Liabilities	325,744.60	

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE A. REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
COMMERCIAL BUILDING AT 58 MUSIC SQUARE WEST, NASHVILLE, TN	FEE SIMPLE	-	500,000.00	325,744.60

Sub-Total > **500,000.00** (Total of this page)

Total > **500,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE B. PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." In providing the information requested in this schedule, do not include the name or address of a minor child. Simply state "a minor child."

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **0.00**
(Total of this page)

2 continuation sheets attached to the Schedule of Personal Property

In re SOUTH STREET EQUITIES, INC.

Case No. _____

Debtor

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c); Rule 1007(b)).	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		LAWSUIT AGAINST THOMAS EPPS AND KELLY R. JONES	-	Unknown

Sub-Total > **0.00**
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total >	0.00
(Total of this page)	
Total >	0.00

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

FILED

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

2005 NOV 16 PM 3: 27

SOUTH STREET EQUITIES, INC.)
and AUVERGENE ANTIGNAC a/k/a)
VERN DANT)

CLERK & MASTER
DAVIDSON CO. CHANCERY CT.

Plaintiffs,)

_____ D.C. & H

vs.)

Case No. 05-2849-I

THOMAS EPPS and KELLY R. JONES)
and THEIR HEIRS, SUCCESSORS, and)
REPRESENTATIVES and ASSIGNS)

Defendants.)

COMPLAINT

Comes now the Plaintiffs, South Street Equities, Inc. and Auvergene Antignac a/k/a Vern Dant and states to this Court a cause of action against the Defendants, Thomas Epps and Kelly R. Jones, as follows:

1. The Plaintiff, South Street Equities, Inc. (South Street) is a Tennessee Corporation with its principal office located at 1607 Horton Avenue in Nashville, Davidson County, Tennessee 37212.
2. Plaintiff, Auvergene Antignac a/k/a Vern Dant (Dant) is a citizen and resident of Tennessee who resides at 1607 Horton Avenue, Nashville, TN 37212 and he is the President of South Street and its sole stockholder.
3. Defendant, Thomas Epps is upon information and belief, a Georgia resident with his residence and/or office at 3620 Thomas Bridge Road, S-15-200, Gainesville, GA 30506.
4. Defendant, Kelly R. Jones is, upon information and belief, a Georgia resident with

her residence and/or office located at 3620 Thompson Bridge Road, Suite 15-200, Gainesville, GA 30506.

5. South Street acquired certain real property commonly known as 58 Music Square West, Nashville, TN (the Property) by Warranty Deed of record in Instrument No. 20040105-0001373, Register's Office for Davidson County, Tennessee on December 30, 2003. A copy of the Warranty Deed which discusses the property is attached as Exhibit A to this Complaint.
6. The Warranty Deed stated that South Street Equities, Inc. was a Georgia Corporation, but South Street is actually a Tennessee Corporation with its charter being filed with the Tennessee Secretary of State on September 10, 1999.
7. South Street is in good standing with the State of Tennessee and its president is Vern Dant. The principal office address is Dant's office and residence address.
8. Subsequent to the purchase of the Property, South Street and Dant renovated the house on the Property and marketed the Property for lease as an office building. Dant loaned to South Street costs to complete the renovation in an amount of over \$300,000.00.
9. On April 14, 2005, Dant, as an agent for South Street, entered into a lease of the Property with Brian Alsmiller d/b/a Horizon Leasing, LLC.
10. South Street and Dant only recently have learned that Defendant Jones has recently caused a false and fraudulent Quitclaim Deed to be executed and recorded wherein she executed a Quitclaim Deed purportedly on behalf of South Street Equities, Inc., a Tennessee corporation, to the Property to herself. A copy of this Quitclaim deed,

executed on August 9, 2005 is attached as Exhibit B to this Complaint.

11. Defendant Epps, apparently on behalf of and as an agent for Defendant Jones, has attempted to “intercept” the rent from Horizon Leasing, LLC and he has represented to the tenant and others that the Defendants have an interest in the Property and in South Street.
12. The Defendants have falsely represented that they are agents for, and/or officers and shareholders of South Street.
13. The Quitclaim deed executed by Defendant Jones shows that she signed for South Street as Secretary-Treasurer. Defendant Epps executed the Quitclaim Deed as President of South Street. The consideration on the quitclaim deed is listed only as \$1.00.
14. Defendant Epps falsely signed the Quitclaim Deed as President of South Street and Defendant Jones falsely signed the Quitclaim Deed as Secretary/Treasurer.
15. Neither Defendant is an officer, director or shareholder of South Street.
16. The Quitclaim Deed is fraudulent and self-serving in that it was prepared by Defendant Jones and the Grantee was Defendant Jones. There was no real or actual consideration paid by Jones to South Street for the Property.
17. The alleged conveyance of the Property to Jones individually is not in the best interest of the shareholder in South Street.
18. The deceptive and fraudulent practices of the Defendants violate the law of the State of Tennessee and the charter and bylaws of South Street.
19. The Plaintiffs are requesting this Court to declare the rights and status of the parties

as to the Defendants, South Street, the Property and the Plaintiffs pursuant to Tennessee Code Annotated 29-14-110.

20. Due to the false and fraudulent acts of the Defendants, the Plaintiffs request that the Court use its equitable power to nullify the Quitclaim deed and to vest title to the Property in South Street.
21. Plaintiff is entitled to damages as determined by this Court in an amount necessary to compensate the Plaintiffs for monetary damages they have suffered in economic damages, slander of title and the false and deceptive acts of the Defendants.
22. Due to the fraudulent and false acts of the Defendants the Plaintiffs submit that a lien lis pendens, should be authorized by the Clerk and Master

WHEREFORE, PLAINTIFFS PRAY:

1. That a copy of this Summons and this Complaint be served upon the Defendants and that they be required to answer the Complaint within the timeframe provided by the law of the Tennessee Rules of Civil Procedure.
2. That the Clerk and Master execute a lien lis pendens suitable for recording with Davidson County Register of Deeds and that said lien lis pendens be placed upon the title to Property.
3. That the Plaintiffs be awarded a judgment nullifying the Quitclaim Deed and a declaration that title to the Property is vested in South Street and that the Defendants have no interest in South Street.
4. That the costs of this cause be taxed to the Defendants.
5. That this Court issue an order or decree ordering the Defendants to reimburse the

Plaintiffs for monetary and economic damages they have suffered due to the false, fraudulent and deceptive actions of the Defendants.

5. For such other, further and general relief as this Court deems proper in this cause.

Respectfully submitted,



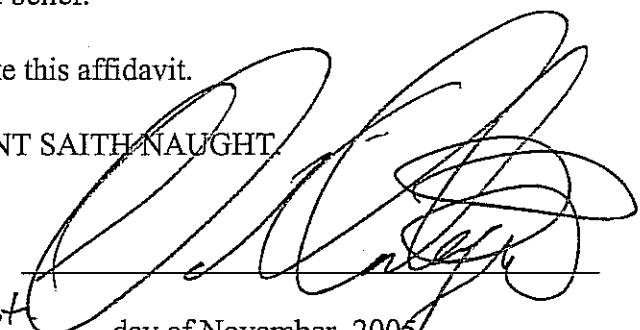
ROBERT J. NOTESTINE III
BPR #12195
Attorney for the Plaintiffs
4515 Harding Pike, Suite 315
Nashville, TN 37205
(615) 297-1568, Ext. 11
(615) 297-2413 (fax)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

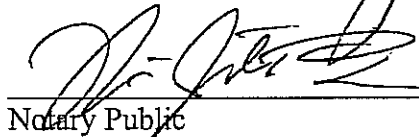
VERIFICATION

I, Auvergene Antignac a/k/a Vern Dant having been first duly sworn, hereby depose and state as follows:

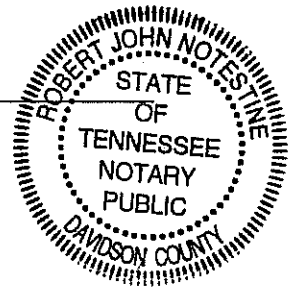
1. I am Auvergene Antignac a/k/a Vern Dant and I am a Plaintiff in this case.
2. I have personal knowledge of the facts and circumstances set forth in the Complaint and the allegations contained therein, which are true and correct to the best of my knowledge, information and belief.
3. I am duly authorized to make this affidavit.
4. FURTHER THE DEPONENT SAITH NAUGHT.



Sworn to and subscribed before me this 9th day of November, 2005.



Notary Public



My Commission Expires: 9-19-2009

EXHIBIT A

[ADDRESS NEW OWNER:]	[SEND TAX BILLS TO:]	[MAP-PARCEL NO.]
South Street Equities, Inc.	New Owner	Map 92-16
		Parcel 422
		11728 26b

This instrument prepared by : Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Shirley Sumner Enoch and Frances Sumner Dunn (The "Grantors") have bargained and sold, and by these presents does transfer and convey unto (The "Grantee") South Street Equities, Inc., a Georgia Corporation, their successors and assigns certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 40, as shown on the map entitled O.B. Hayes' First Plan of Small Lots, of record in Plat Book 1, page 69, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to J. D. Sumner, by deed of record in Book 10688, page 498, and Book 4266, page 41, said Register's Office. The said J.D. Sumner having since died on November 16, 1998 and upon his death, title was vested in Shirley Sumner Enoch and Frances Sumner Dunn as the sole surviving heirs by tenants in common. An Affidavit of Heirship is being recorded simultaneously herewith. # 20040105-001372

This description is the same as was used in the last deed of record.

This conveyance is subject to the following:

1. Taxes for the year 2003 and subsequent years.
2. Plan of record in Book 1, page 69, said Register's Office.
3. Utility Easement of record in Book 4591, page 218, said Register's Office.

This is improved property commonly known as 58 Square West, Nashville, Tennessee.

Davidson County DEEDWARR
Recvd: 01/05/04 14:55 2pgs
Fees:13.00 Taxes:702.20

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

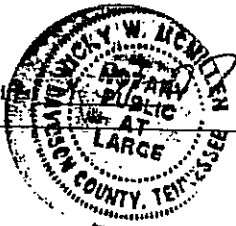


The actual consideration or value, whichever is greater for this transfer is \$206,000.00.

[Signature]
Affiant
[Signature]
Notary Public

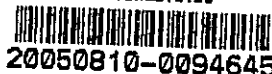
Subscribed and sworn to before me this
[Signature] day of December, 2003.

My Commission Expires



QUITCLAIM DEED

Davidson County DEEDGC
Recvd: 08/18/05 09:30 1 pgs
Fees: 12.00 Taxes: 0.00



STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS INDENTURE, made this 9th day of August, 2005, between SOUTH STREET EQUITIES, INC., as party of the first part, hereinafter referred to as "Grantor", and KELLY R. JONES, as the party of the second part, hereinafter referred to as "Grantee" (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

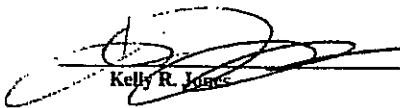
WITNESSETH THAT: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto said Grantee:

Land in Davidson County, Tennessee, being Lot No. 40, as shown on the map entitled O.B. Hayes' First Plan of Small Lots, of record in Plat Book 1, page 69, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

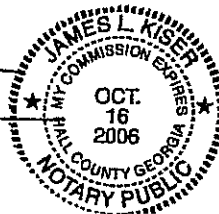
Being the same property conveyed to South Street Equities, Inc. a Tennessee Corporation, by Warranty Deed of record in Instrument Number 20040105-0001373, said Register's Office for Davidson County, Tennessee. MAP: 092-16-0 PARCEL NUMBER: 422.00

TO CONVEY INTEREST the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

OATH OF CONSIDERATION: The actual consideration for this transfer is \$1.00.


Kelly R. Jones Affiant

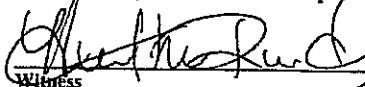

NOTARY PUBLIC



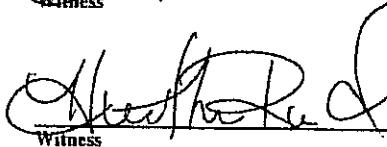
My commission expires 10/16/2006

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed, and delivered in the presence of:


Witness (Seal)


By: Thomas N Epps President (seal)


Witness (Seal)


By: Kelly R. Jones Secretary/Treasurer (seal)

STATE OF GEORGIA
COUNTY OF HALL

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kathy Walker with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be president and secretary/treasurer respectively executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary/treasurer respectively.

WITNESS my hand and official seal at Gainesville, Georgia, this 9th day of August, 2005

My commission expires: 10/16/2006

NOTARY PUBLIC



Deed Prepared by Thomas Epps, PO Box 537, Murrayville, GA 30564
Return Deed and Tax Bills to: K. R. Jones
3630 Thompson Bridge Rd.
Suite 15-200
Gainesville, GA 30506

EXHIBIT A

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NO.
South Street Equities, Inc.	New Owner	Map 92-16
		Parcel 422
		11728 26b

This instrument prepared by : Robert J. Notestine, III, Attorney, 104 Woodmont Boulevard, Suite 115, Nashville, Tennessee 37205.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Shirley Sumner Enoch and Frances Sumner Dunn (The "Grantors") have bargained and sold, and by these presents does transfer and convey unto (The "Grantee") South Street Equities, Inc., a Georgia Corporation, their successors and assigns certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 40, as shown on the map entitled O.B. Hayes' First Plan of Small Lots, of record in Plat Book 1, page 69, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to J. D. Sumner, by deed of record in Book 10688, page 498, and Book 4266, page 41, said Register's Office. The said J.D. Sumner having since died on November 16, 1998 and upon his death, title was vested in Shirley Sumner Enoch and Frances Sumner Dunn as the sole surviving heirs by tenants in common. An Affidavit of Heirship is being recorded simultaneously herewith. # 20040105-001373

This description is the same as was used in the last deed of record.

This conveyance is subject to the following:

1. Taxes for the year 2003 and subsequent years.
2. Plan of record in Book 1, page 69, said Register's Office.
3. Utility Easement of record in Book 4591, page 218, said Register's Office.

This is improved property commonly known as 58 Square West, Nashville, Tennessee.

Davidson County DREDMARR
Recvd: 01/05/04 14:55 2pgs
Fees:13.00 Taxes:762.28

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]

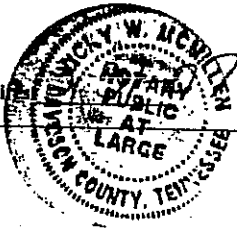


The actual consideration or value, whichever is greater for this transfer is \$206,000.00.

[Signature]
Affiant
[Signature]
Notary Public

Subscribed and sworn to before me this
[Signature] day of December, 2003.

My Commission Expires



QUITCLAIM DEED

Davidson County DEEDOC
Recvd: 08/18/05 09:59 1 Pgs
Fees:12.00 Taxes:0.00

20050810-0094645

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS INDENTURE, made this 9th day of August, 2005, between SOUTH STREET EQUITIES, INC., as party of the first part, hereinafter referred to as "Grantor", and KELLY R. JONES, as the party of the second part, hereinafter referred to as "Grantee" (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto said Grantee:

Land in Davidson County, Tennessee, being Lot No. 40, as shown on the map entitled O.B. Hayes' First Plan of Small Lots, of record in Plat Book 1, page 69, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

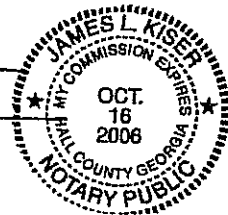
Being the same property conveyed to South Street Equities, Inc. a Tennessee Corporation, by Warranty Deed of record in Instrument Number 20040105-0001373, said Register's Office for Davidson County, Tennessee. MAP: 092-16-0 PARCEL NUMBER: 422.00

TO CONVEY INTEREST the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

OATH OF CONSIDERATION: The actual consideration for this transfer is \$1.00.


Kelly R. Jones Affiant

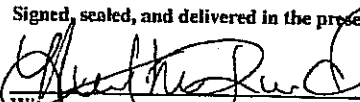

NOTARY PUBLIC



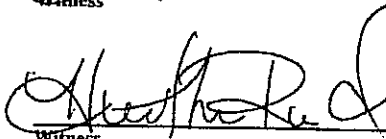
My commission expires 10/16/2006


IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed, and delivered in the presence of:


Witness (Seal)


By: Thomas N Epps President (seal)


Witness (Seal)


By: Kelly R. Jones Secretary/Treasurer (seal)

STATE OF GEORGIA
COUNTY OF HALL

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kathy Walker with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be president and secretary/treasurer respectively executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary/treasurer respectively.

WITNESS my hand and official seal at Gainesville, Georgia, this 9th day of August, 2005

My commission expires: 10/16/2006


NOTARY PUBLIC



Deed Prepared by Thomas Epps, PO Box 537, Murrayville, GA 30564
Return Deed and Tax Bills to: K. R. Jones
3630 Thompson Bridge Rd.
Suite 15-200
Gainesville, GA 30506

LEASE

THIS LEASE AGREEMENT made and entered into on this 14th day of April, 2005, by and between Vern Dant Investments, hereafter called Lessor, and Brian Allsmiller/DBA Horizon Leasing LLC, hereafter called Lessee.

WITNESSETH:

THAT IN CONSIDERATION of the rental hereinafter provided and the mutual covenants and agreements herein contained, the lessor does hereby agree to lease to Lessee and Lessee does hereby agree to lease from the Lessor the following described property (the "Property" or "Leased Premises"), located at 58 Music Square West, Nashville, Davidson County, Tennessee, 37212, shown on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD for the leasehold period and upon the terms, conditions and agreements set forth below:

1. **TERM AND POSSESSION.** The term of this Agreement shall be for a period of Twelve (12) months beginning on the 1st day of May 2005 and ending on the 30th day of April 2006. Possession of the Property shall be on the 1st day of May 2005, based.
2. **SECURITY DEPOSIT.** Lessee shall pay to Lessor, upon the signing of this Agreement: (i) a security deposit in the amount of \$3,500.00 Dollars. Lessor may use, apply or retain the whole or any part of said security deposit to the extent required for the payment of any rent to which Lessee is in default pursuant to terms of this Agreement. In the event that Lessee is not in default under the terms of this Agreement, the security deposit shall be returned in full to Lessee within ten (10) days after the date fixed as the end of the Agreement or after delivery of possession of the Property to Lessor less any amount of the deposit necessary to defray Lessor's reasonable expenses to repair damages resulting from Lessee's use of the Property. The deposit shall be non-interest bearing for Lessee.
3. **RENT.** Lessee shall pay as rent (herein called "Lease Payment") the sum of \$42,000.00 Dollars per year in monthly installments of \$3,500.00 Dollars for the remaining term of this Agreement. Upon acceptance of this lease, the first lease payment shall be due and payable, and each following Lease Payment shall be due in advance on the fifteenth day of each and every month. There shall be a ten (10) day grace period for payment. A late penalty of five percent (5%) of the Lease Payment shall be owed on any Lease Payment not paid by the eleventh (25th) day of the month. This Agreement shall be deemed to be in default if Lessee fails to pay any Lease Payment within thirty (30) days of the date it is due. Rent is to be paid to Vern Dant, Nashville, Tennessee 37203. Tenant agrees to pay all court costs and attorney fees associated with Landlord collecting any amounts due.
4. **LESSOR COVENANTS.** Lessor covenants that it is lawfully seized and possessed of the Property, that it has a lawful right to enter into this Agreement, and that Lessee shall have quiet possession and enjoyment of the Property during the term of this Agreement.
5. **LESSEE COVENANTS.**
 - a. Lessee covenants to pay the Lease Payments promptly, to keep the Property in good condition subject to ordinary wear and tear, not to commit waste or damage to the Property or allow the Property to be so damaged, and to abide by all the terms and provisions of this Agreement. Lessee shall only use the premises for general office purposes and recording purposes.

- b. Lessee shall maintain a policy of public liability and property damage insurance in the minimum amount of \$500,000.00 per personal injury and \$100,000.00 for property damage per occurrence with an insurance company reasonably acceptable by Lessor. Lessee shall pay its own premium for such insurance.
6. **UTILITIES.** Lessee shall pay the monthly costs associated with consumption or use of heat and electricity services to the property, and lawn care.
7. **MAINTENANCE AND COMMON AREA CHARGES.**
- a. **Lessor Maintenance.** Lessor agrees that during the term of this Agreement to maintain and keep in good repair the Property and to take all steps necessary, including the repair or replacement of any components of the Property, to insure its structural integrity, provided that Lessee shall be responsible for repair of any damage to the Property which results from Lessee's negligence or willful misconduct. Lessor shall, at its sole cost, keep and maintain all utilities, and fixtures used by Lessee in good order, condition and repair. Said items shall include, but not be limited to, all heat and air-conditioning and plumbing and sewage facilities in the Property, doors, locks and closing devices, windows, glass, lights, and electric systems, related equipment, and heating and air-conditioning filters. In no event shall the term "fixtures" include the personal property of or trade fixtures of Lessee. Notwithstanding the Lessor will pay all repair costs on the aforementioned fixtures and equipment and building maintenance in excess of \$100.00 per occurrence.
- b. **Lessee Maintenance.** Lessee shall maintain the cleanliness and appearance of the interior of the Lease Premises.
8. **ALTERATIONS TO LEASED SPACE.** Lessee shall be permitted to make alterations, improvements, changes or major repair to the interior of the Property upon the express written authorization of Lessor, which shall not be unreasonably withheld. Any such alterations, improvements, changes or major repairs to the Property completed by Lessee shall be at the sole cost and expense of Lessee and Lessee warrants that such alterations, improvements, changes or major repairs shall not result in a lien or any encumbrance of any nature upon the Property.
9. **INSURANCE AND TAX EXPENSE CHARGES.**
- a. **Fire and Extended Coverage.** Lessor shall maintain fire and hazard insurance on the Property, in an amount satisfactory of Lessor's mortgagees or an amount reasonably required to reconstruct the Property in the event of total destruction.
- b. **Personalty Insurance.** Lessee shall maintain such insurance as it deems advisable and necessary on Lessee's personal property or trade fixtures, and it is understood that Lessor is not required or expected to carry any insurance on Lessee's personal property or trade fixtures.
- c. **Fire and Hazard Insurance.** For each year subsequent to the first year of said lease, during the remaining term of this Agreement, Lessee shall pay Lessee's pro rata share of any increase in Lessor's current existing fire and hazard insurance on the Entire Building over Lessor's insurance costs on the Entire Building for the year 2002 (the "Base Year"). Lessee's pro rata share shall be defined as a fraction equal to (i) the number of rental square feet of the Property divided by (ii) the number of rental square feet of the Entire Building.
- d. **Real Estate Taxes.** Lessor shall pay all taxes levied against the Property by State, County, City officials or other governing authorities. For each year subsequent to the first year of said lease, during the remaining term of this Agreement, Lessee shall any tax increases over the base year, to the Lessor.

- e. **Insurance and Tax Pass-Throughs.** All such insurance or tax expense charges payable by Lessee pursuant to this Section 10 shall be due and payable within ten (10) days of Lessor's written notice to Lessee of such expense charges. In the event Lessor has not paid such expense charges within ten (10) days of Lessor's notice, a five percent (5%) penalty of the amount due pursuant to this Section 10 shall be immediately due and payable to Lessor. In the event Lessee has not paid such expense charges within thirty (30) days of Lessor's notice of the expense charges being due and payable, Lessor in its sole discretion may declare this Agreement to be in default. Lessor will notify lessee by United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid.
10. **SUBLEASE.** This Agreement may not be sublet by Lessee without the express written consent of Lessor, which consent shall not be unreasonably withheld; however, Lessee shall remain liable to Lessor under the terms of this Agreement unless Lessor releases Lessee from such liability in writing.
11. **CONDEMNATION.** If any improvements placed on the Lease Premises by Lessee are taken under or pursuant to the exercise for the right of or power of eminent domain instituted against Lessor, Lessee shall be paid from the proceeds an amount equal to the cost of such improvements placed on said Leased Premises by Lessee. If less than the entire Leased Premises are taken under or pursuant to the exercise of the right of or power of eminent domain, this Agreement shall continue in full force and effect as to the remaining portion of the premises, but Lessee shall be entitled to pro rata reduction in Lease Payments and other payments made by Lessee pursuant to the terms of this Agreement; provided, however, if the amount of Property taken pursuant to said power renders the continuous use of the Leased Premises impractical or undesirable, as determined solely by Lessor, then Lessee shall have the right to cancel this Agreement upon a ten (10) day written notice to Lessor and upon such cancellation Lessee shall have no further obligation to pay rent or to perform any other covenant or agreement contained herein. Other than as set forth above, no part of any reward under eminent domain shall belong to Lessee.
12. **EXPENSES AND RIGHTS ON DEFAULT.**
- a. The parties shall pay and indemnify the other party against all reasonable legal costs and charges, including attorney fees, after a default as defined herein, of the indemnifying party of any covenant of this Agreement.
- b. Upon a default of this Agreement by Lessee, Lessor shall be entitled to immediate possession of the Property, to retain the Security Deposit, and to change the locks on the entrances to the Property. The parties shall have the right to pursue any and all remedies available at law. Tenant hereby waives notice.
- c. Lessee will have the right to remove personal property with supervision of Lessor.
13. **HOLDOVER.** In the event Lessee holds over after the expiration of the term of this Agreement, then and in that event the same shall be considered a tenancy from month to month upon the terms and conditions herein provided except that the same shall be terminable as month to month tenancies are terminable by law.
14. **ABANDONMENT.** If lessee abandons the Leased Premises, Lessor shall re-take said premises and attempt to lease it at fair market value. Lessee shall be liable for either the rental payments due for the remainder of the lease term, or the cost to Lessor of re-renting the Leased Premises, including rent lost and the cost of restoring the Leased Premises to the condition at the time it was leased to Lessee excluding ordinary wear and tear.
15. **BROKERAGE COMMISSION.** Upon execution of the Lease, Lessor shall pay to The Anderson Company a "cash-out" lease commission in an amount equal to four percent (4%) of the Lease Payments anticipated for the term of this

Agreement. If the tenant exercises its right to purchase the property, the Broker shall receive a commission on 5% of the gross sales price at closing.

16. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

17. **MISCELLANEOUS.**

a. This Agreement is declared to be a Tennessee contract, and the rights and the obligations of parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee.

b. If any term or provision of this Agreement or the application thereof of any person or circumstance shall, to any extent be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision of the persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be effected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **RULES AND REGULATIONS.** Tenant shall observe faithfully and comply strictly with the Rules and Regulations set forth on Exhibit "B" attached to this Lease and made a part hereof, and such other rules and regulations as Landlord may from time to time reasonably adopt for the safety, care and cleanliness of the building or the preservation of good order therein. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the building. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

19. **Option to extend or buy.** Tenant shall have the right to extend the lease for one (1) year upon 90 days notice, and the rent shall increase five (5) percent for the second year. The tenant shall also have the right to purchase the property for \$550,000.00 at the end of year one, and have the right to purchase the property at the end of year 2 for the fair market value, which shall be set by a certified appraiser.

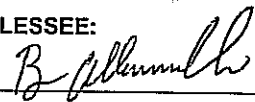
*INDEPENDENT
^
BET*

WITNESS WHEREOF, the parties have executed this document on the day and year first above written.


LESSOR:



LESSEE:

X 

BROKER:


_____ **DWAINE L. ANDERSON**

A12:\LEASE-1622 17th Ave South.doc

EXHIBIT "B"

1. CONDUCT

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

2. HALLWAYS AND STAIRWAYS

Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls and stairways of the Premises.

3. NUISANCES

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Premises to emanate from the Premises, and shall not create or maintain a nuisance thereon.

4. MUSICAL INSTRUMENTS, ETC.

Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Premises above the local noise ordinance. Tenant shall not install any antennae, aerial wires or other equipment outside the Premises without the prior written approval of Landlord.

5. LOCKS

With the exception of Tenant's pharmaceuticals locker or storage facility, Tenant shall place no additional locks or bolts of any kind upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.

6. OBSTRUCTING LIGHT, DAMAGE

The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Premises shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

7. WIRING

Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

8. EQUIPMENT, MOVING, FURNITURE, ETC.

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Premises, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Premises by moving or maintaining any such property shall be repaired at the expense of the Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

9. REQUIREMENTS OF TENANT

The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

10. MEDICAL AND HAZARDOUS WASTES

Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

11. ACCESS TO BUILDING

Any person entering or leaving the Premises may be questioned by Premises security regarding his/her business in the Premises and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Premises may be excluded.

12. VEHICLES, ANIMALS, REFUSE

Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Premises. Tenant or the agents, employees or invitees of Tenant shall bring no bicycle or other vehicle, and no animal into the offices, halls, corridors, elevators or any other parts of the Premises, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Premises.

13. EQUIPMENT DEFECTS

Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

14. PARKING

Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

15. CONSERVATION AND SECURITY

Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Premises.

16. SIGNAGE

Tenant shall not place any sign upon the Premises or the building without Landlord's prior written consent.

Prepared By:
Robert J. Notestine III
Attorney At Law
104 Woodmont Blvd., Suite 115
Nashville, Tennessee 37205

Maximum Principal
Indebtedness for
Tennessee recording
purposes is: \$318,500.00.

DEED OF TRUST

FOR AND IN CONSIDERATION of One Dollar to me paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, Greg W. Solomon and Ted H. Lee II d/b/a/ Hooser Properties (hereinafter referred to as Borrowers), have this day bargained and sold, and do hereby transfer and convey to Robert J. Notestine III, Trustee of Nashville, Davidson County, Tennessee and his successors in trust, certain property in Davidson County the State of Tennessee, described as follows, to wit:

Being a parcel of land located in the First Civil District of Davidson County, Tennessee, on the westerly side of Gallatin Pike (having a 90 foot right-of-way) and southerly side of McMahan Avenue (having a 50 foot right-of-way). Being Lot Number 1, I.C. McMahan's Subdivision of record in Plat Book 6250, Page 923, Register's Office for Davidson County, Tennessee and being described as follows:

Beginning at a point in the southerly intersection of McMahan Avenue right-of-way and Gallatin Pike right-of-way; thence south 1 deg. 00' 00" west 164.50 feet to a point; thence north 83 deg. 14' 14" west 165.74 feet to a point being bounded on the south by Thomas C. And Ellis M. Hackett, deed Book 3247, Page 255; thence north 1 deg. 00' 00" east 147.86 feet to a point on the southerly right-of-way of McMahan Avenue; thence along said right-of-way south 89 deg. 00' 00" east 164.90 feet to the point of beginning. Containing 25,754 square feet or 0.59 acres more or less.

Being the same property conveyed to Ted H. Lee II and Greg W. Solomon d/b/a Hooser Properties by Deed from Dominion Bank of Middle Tennessee of record in Book 8319, Page 210, Register's Office for Davidson County, Tennessee.

This is improved property commonly known as 4119 Gallatin Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said property to the said Robert J. Notestine III, Trustee,

and his successors in trust, forever, We covenant that we are lawfully seized of the said property, 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 defend the title to said property to the said Robert J. Notestine, Trustee, and his successors in trust, and his assigns, forever, against the lawful claims of all persons.

But this conveyance is made in TRUST for the following uses and trusts and for no other purpose, to wit:

This Deed of Trust is to secure the payment of one (1) Deed of Trust Note of even date herewith in the principal sum of Three Hundred Eighteen Thousand Five Hundred Dollars (\$318,500.00), payable to the order of Jimmy W. Solomon and executed by Greg W. Solomon and Ted H. Lee II d/b/a Hooser Properties and given for the purpose of borrowing a like sum of money. Said Note shall have interest accruing at the rate of 6.5 percent per annum, due and payable sixty (60) days from the receipt by Makers of demand from Jimmy W. Solomon (Lender).

Now, if We shall pay the sums aforesaid when due, according to the terms of said Note, then this instrument is to be of no further force of effect. But if We fail due for reasons within our control to fulfill and complete our obligations, according to the terms contained therein, then all of the indebtedness hereby secured shall, at the option of the Holder thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty one (21) days notice, by weekly publication in some newspaper in Davidson County, Tennessee, to sell said property at the Courthouse door in said County, to the highest bidder, for cash, and free from the equity of redemption, hereby expressly waived, and the said Trustee, or his successors in trust, is authorized to made a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

We specifically, absolutely and expressly waive all of my common law, statutory and all other rights of redemption including but not limited to all rights set out in TCA 66-8-101 et. seq.

And We agree to keep all the buildings on said property insured by a reliable fire insurance company or companies for the sum of insurable interest until the sum herein secured is full paid, and to have the loss make payable on the policy to said Trustee for the benefit of the owners and holders of the debt hereinsecured. We agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case We fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee:

First: To pay all of the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

Second: To pay said debt, or any balance thereof then remaining unpaid.

Third: The residue to be paid to Hooser Properties, or order. And in case of the death, absence inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust, and the title herein conveyed to Robert J. Notestine III, shall be vested in said successor.

If all or any part of the property or any interest in it is sold, transferred, or conveyed (or if a beneficial interest in Borrower is sold or transferred, and borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, required immediate payment in full of all sums secured by this security instrument.

If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrowers must pay all sums secured by this security instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this security instrument without further notice or demand on borrower.

This _____ day of _____, 1996.

HOOSER PROPERTIES

By: _____
Greg W. Solomon,
General Partner

By: _____
Ted H. Lee II,
General Partner

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 upon oath, acknowledge himself to be _____ of _____, and that he as such _____, being authorized so to do, executed the foregoing instrument by himself as such _____.

Witness my hand and seal, at office in Davidson County, Tennessee this _____ day of _____, 1996.

Notary Public

My Commission Expires: _____

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 upon oath, acknowledge himself to be _____ of _____, and that he as such _____, being authorized so to do, executed the foregoing instrument by himself as such _____.

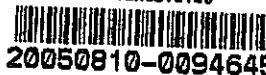
Witness my hand and seal, at office in Davidson County, Tennessee this _____ day of _____, 1996.

Notary Public

My Commission Expires: _____

QUITCLAIM DEED

Davidson County DEED02
Recvd: 08/10/05 09:55 1 pg
Fees: 12.00 Taxes: 0.00



STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS INDENTURE, made this 9th day of August, 2005, between SOUTH STREET EQUITIES, INC., as party of the first part, hereinafter referred to as "Grantor", and KELLY R. JONES, as the party of the second part, hereinafter referred to as "Grantee" (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto said Grantee:

Land in Davidson County, Tennessee, being Lot No. 40, as shown on the map entitled O.B. Hayes' First Plan of Small Lots, of record in Plat Book 1, page 69, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

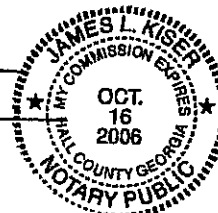
Being the same property conveyed to South Street Equities, Inc. a Tennessee Corporation, by Warranty Deed of record in Instrument Number 20040105-0001373, said Register's Office for Davidson County, Tennessee. MAP: 092-16-0 PARCEL NUMBER: 422.00

TO CONVEY INTEREST the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

OATH OF CONSIDERATION: The actual consideration for this transfer is \$1.00.


Kelly R. Jones Affiant

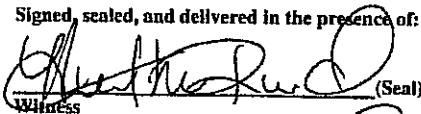

NOTARY PUBLIC



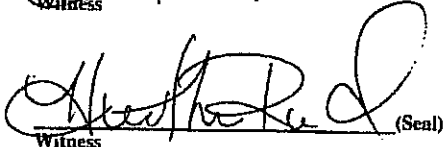
My commission expires 10/16/2006

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed, and delivered in the presence of:


Witness (Seal)


By: Thomas N Epps President (seal)


Witness (Seal)

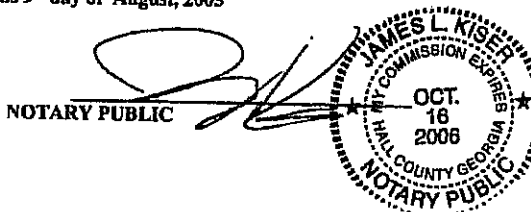

By: Kelly R. Jones Secretary/Treasurer (seal)

STATE OF GEORGIA
COUNTY OF HALL

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kathy Walker with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be president and secretary/treasurer respectively executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary/treasurer respectively.

WITNESS my hand and official seal at Gainesville, Georgia, this 9th day of August, 2005

My commission expires: 10/16/2006


NOTARY PUBLIC



Deed Prepared by Thomas Epps, PO Box 537, Murrayville, GA 30564
Return Deed and Tax Bills to: K. R. Jones
3630 Thompson Bridge Rd.
Suite 15-200
Gainesville, GA 30506

NOTE

\$297,331.00

Nashville, Tennessee

October 31, 2005

FOR VALUE RECEIVED, South Street Equities, Inc. A Tennessee corporation promises to pay to the order of Auvergne D'Antignac a/k/a Vern Dant, his heirs and assigns the principal sum of Two Hundred Ninety-Seven Thousand Three Hundred Dollars (\$297,300.00) payable on demand of the Holder of the Note at the interest rate of 8.00% per annum.

This Note is payable in Nashville, Tennessee, in lawful money of the United States of America, in the office of holder or whomever he may in writing direct.

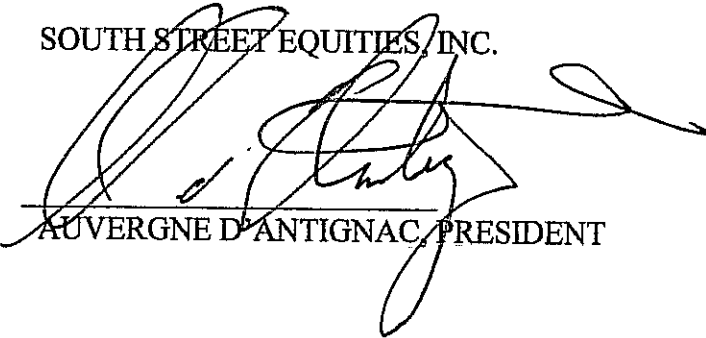
Privilege is reserved of paying any number of said monthly installments or any amounts in advance, and/or this Note may be paid in full on or before any paying date with no prepayment penalty.

Demand, notice, and protest are expressly waived, and if not paid in full at the time and in the manner above specified, then all principal shall, at the option of the legal holder hereof, become at once due and payable without notice, and in the event of such default, the undersigned will pay all expenses and costs, including reasonable attorney's fee, incident to collection.

The makers, endorsers, guarantors and all parties to this instrument and all who may become liable for same, severally and jointly, waive presentment for payment, protest, notice of protest, notice of nonpayment of this instrument, demand and all legal diligence in enforcing collection, and hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral security and/or lien given to secure the payment of this Note, or may release from liability on account of this

Note any one or more of the endorsers and/or other parties thereto, all without notice to them or any of them of such deferment, postponement, renewal, extension, acceptance of additional collateral or security and/or release shall not in any way affect or change the obligation of any such drawer, endorser, or other party to this instrument or of any who may become liable for the payment thereof.

SOUTH STREET EQUITIES, INC.



AUVERGNE D'ANTIGNAC, PRESIDENT

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

SOUTHSTREET EQUITIES, INC.)
And AUVERGNE ANTIGNAC a/k/a)
VERN DANT)
Plaintiffs,)
V)
THOMAS EPPS and KELLY R. JONES)
And THEIR HEIRS, SUCCESSORS, and)
REPRESENTATIVES and ASSIGNS)

Case No. 05-2849-1

DEFENDANTS THOMAS EPPS AND KELLY R. JONES

COMES NOW THOMAS EPPS AND KELLY R. JONES IN HIS ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SHOWS THE COURT AS FOLLOWS:

DEFENSE AGAINST ALL COUNTS

COUNT 1: DEFENDANTS WILL STIPULATE TO COUNT 1.

COUNT 2: MR. DANT MADE HIMSELF PRESIDENT OF SOUTHSTREET EQUITIES, INC. ON 10/21/2005 BY FILING FORMS FABRICATED BY HIMSELF AND FALSELY PORTRAYING HIMSELF AS A DIRECTOR AND STOCKHOLDER. THERE ARE NO RECORDS WITHIN THE SECRETARY OF STATES RECORDS EVER SHOWING MR DANT AS HAVING ANY AFILIATION WITH SOUTHSTREET EQUITIES UNTIL 10/21/2005. ANY STATEMENTS FILED BY MR. DANT WITH THE SECRETARY OF STATES OFFICE ON 10/21/2005 ARE FALSE AND SELF SERVING. THERE ARE NO DOCUMENTS PRIOR TO 10/21/2005 SHOWING MR. DANT AS STOCKHOLDER NOR DIRECTOR NOR AS AN OFFICER OF SOUTHSTREET.

COUNTS 3-6: DEFENDANTS WILL STIPULATE TO COUNTS 3 TRHOUGH 6.

COUNT 7: MR. DANT AND MR. NOTESTINE ARE WILLFULLY AND MALICIOUSLY TRYING TO MISLEAD THE COURT. PRIOR TO THE DATE OF THE FILING OF THIS COMPLAINT, SOUTHSTREET WAS NOT IN GOOD STANDING WITH THE STATE OF TENNESSEE, AND

UNTIL MR DANT FILED FICTICIOUS FORMS WITH THE SECRETARY OF STATE ON 10/21/2005, THE LAST AND ONLY PRESIDENT OF RECORD FOR SOUTHSTREET WAS IN FACT THE DEFENDANT MR. EPPS.

COUNT 8: THE PROPERTY WAS IN FACT RENOVATED, BUT THERE IS AND WAS NO LOAN FROM DANT TO SOUTHSTREET. THIS WAS IN FACT FABRICATED BY MR. DANT IN AN EFFORT TO CLOUD THE TITLE.

COUNT 9: THE DEFENDANTS WILL STIPULATE TO COUNT 9.

COUNT 10: THE QUITCLAIM DEED IN QUESTION IS NOT FALSE NOR FRAUDULENT. THE DEED WAS EXECUTED TO MS. JONES AS SHE IS SOLE GUARANTOR ON THE NOTE SECURING THE PROPERTY IN QUESTION AND BECAUSE MR. DANT HAD LET THE CORPORATION BECOME DISSOLVED. MS JONES HAD ONLY RECENTLY BECOME AWARE THAT SOUTHSTREET EQUITES HAD BEEN DISSOLVED AT THE BEGINNING OF AUGUST 2005 WHEN THE LENDER NOTIFIED HER OF THIS AND THAT MR DANT WAS BEHIND ON THE PAYMENTS, AND THAT MR. DANT HAD FAILED TO PAY THE TAXES. FURTHER, MR DANT WHO WAS IN FAILING HEALTH FROM ALCOHOLISM AT THE TIME WAS CONTACTING MR EPPS AND MS JONES AND ASKING THEM TO WRITE LETTERS MAKING HIM THE PRESIDENT SO HE COULD EXECUTE A 24 MONTH PREPAID LEASE AGREEMENT WITH HORIZON LEASING.

COUNT 11: MR EPPS DID IN FACT ATTEMPT TO INTERCEPT RENT FROM HORIZON LEASING ON BEHALF OF THE LENDER AND MS. JONES, THE GUARANTOR. AS PER THE LENDER (BANK) MR DANT WAS BEHIND ON THE PAYMENTS. MS. JONES AS GUARANTOR OF THE NOTE CERTAINLY HAS AN INTEREST IN THE PROPERTY.

COUNT 12:DEFENSE: A) CLAIM IS FALSE. EPPS IS THE ONLY PRESIDENT OF RECORD (SEE SEC OF STATE DOCUMENTS: 4074 1406 DATED 12/25/2000 ; 4359-0641 DATED 11/26/2001) IN A DOCUMENT ENTITLED "CORPORATE AUTHORIZATION RESOLUTION"

PREPARED BY MR NOTESTINE, PLAINTIFFS ATTORNEY, ON 12/30/2003 CLEARLY STATES THAT DEFENDANT JONES IS TO BE DESIGNATED AS SECRETARY AND TREASURER. BEING THAT MR. NOTESTINE BY HIS OWN HAND DREW UP DOCUMENTS MAKING DEFENDANT JONES OFFICER OF SOUTHSTREET EQUITIES AND BY HIS OWN HAND DREW UP THIS SUIT ALLEGING THAT DEFENDANTS EPPS AND JONES HAVE FALSELY REPRESENTED THEMSELVES AS OFFICERS, HE HAS WILLFULLY PUT HIMSELF IN A POSITION OF CONFLICT AND SHOULD WITHDRAW THIS FRIVOLOUS SUIT.

COUNT 12: DEFENSE B: MR. DANT HAS PREVIOUSLY ACKNOWLEDGED THAT MR EPPS IS PRESIDENT OF SOUTHSTREET AND THAT MS. JONES IS SECRETARY/ TREASURER AS HE PURCHASED A PROPERTY AT 1622 16TH AVENUE, NASHVILLE, TN. FROM SOUTHSTREET IN MARCH OF 2000. THE DEED (DOCUMENT # 2000-0303 002 1386) IN THE DAVIDSON COUNTY REGISTER OF DEEDS IS SIGNED BY THE DEFENDANTS MR. EPPS AS PRESIDENT AND MS. JONES AS SECRETARY/TREASURER OF SOUTHSTREET (AS SELLER) AND CLEARLY SHOWS AUVERGNE D'ANTIGNAC a/k/a VERN DANT (AS BUYER).

COUNT 13: THE DEFEDANTS WILL STIPULATE TO COUNT 13.

COUNT 14: ALLEGATION IS FALSE. BOTH DEFENDANTS SIGNED THE DEED AS PER THEIR DESIGNATED POSITIONS BASED UPON DOCUMENTS DRAWN UP BY MR. NOTESTINE, PLAINTIFF'S ATTORNEY AND AS EVIDENCED BY PRIOR DEEDS FROM SOUTHSTREET (SEE DEFENSE 12 B ABOVE)

COUNT 15: ALLEGATION IS FALSE: AT THE TIME THE DEED IN QUESTION WAS SIGNED, BOTH DEFENDANTS WERE OFFICERS OF SOUTHSTREET EQUITIES AS PER DOCUMENTS DRAWN BY MR. NOTESTINE, PLAINTIFF'S ATTORNEY AND AS EVIDENCED BY PRIOR FILINGS WITH THE SECRETARY OF STATE'S OFFICE.

COUNT 16: ALLEGATION IS FALSE. THE QUITCLAIM DEED IS NOT FRAUDULENT NOR

SELF SERVING. THE DEED WAS DRAWN ONLY TO PROTECT MS. JONES AS
GUARANTOR.

COUNT 17: THE ALLEGATION IS FALSE. EVIDENCE WILL SHOW THIS IS AND WAS THE
BEST COURSE OF ACTION TO PROTECT ALL PARTIES CONCERNED.

COUNT 18: THE ALLEGATION IS FALSE. THERE WERE NO DECEPTIVE NOR
FRAUDULENT PRACTICES BY THE DEFENDANTS.

COUNT 19: THE DEFENDANTS WILL STIPULATE TO COUNT 19.

COUNT 20: THERE WERE NO DECEPTIVE NOR FRAUDULENT PRACTICES BY THE
DEFENDANTS.

COUNT 21: THE PLAINTIFF SHOULD NOT BE ENTITLED TO MONETARY DAMAGES. THE
DEFENDANTS SHOULD BE ENTITLED TO DAMAGES FROM THE PLAINTIFF FOR FILING
SUCH A FRIVOLOUS SUIT WITH FALSE AND SLANDEROUS CLAIMS.

COUNT 22: THERE WERE NO DECEPTIVE NOR FRAUDULENT PRACTICES BY THE
DEFENDANTS.

WHEREFORE, THE DEFENDANTS PRAY,

1. THIS CASE BE DISMISSED IN IT'S ENTIRETY AS THE NULLIFYING THIS THIS DEED
MAY SET A PRECEDENT WHEREBY MANY OTHER DEEDS MAY BE CONSIDERED
INVALID, INCLUDING THE TRUST DEED AND NOTE SIGNED BY MS JONES AT THE
PURCHASE OF THIS PROPERTY.
2. THAT MR NOTESTINE BE REMOVED FROM THIS CASE AS HE CLEARLY HAS A
CONFLICT OF INTEREST. ALSO NOTE THAT IF THIS CASE HAS A HEARING, MR.
NOTESTINE WILL BE CALLED AS A WITNESS.
3. THAT THE COSTS OF THIS CAUSE BE TAXED TO THE PLAINTIFF AS THIS IS
CLEARLY FRIVOLOUS AND LIGITEOUS IN NATURE.

4. THAT THIS COURT ISSUE AN ORDER OR DECREE ORDERING THE PLAINTIFF AND MR NOTESTINE TO REIMBURSE THE DEFENDANTS FOR MONETARY AND ECONOMIC DAMAGES THEY HAVE SUFFERED DUE TO THE FALSE CLAIMS, SLANDEROUS WORDS AND FRIVOLOUS NATURE OF THIS SUIT.
5. FOR SUCH OTHER, FURTHER AND GENERAL RELIEF AS THIS COURT DEEMS PROPER IN THIS CAUSE.

THIS 3RD DAY OF JANUARY 2006,


THOMAS EPPS, DEFENDANT


KELLY R. JONES, DEFENDANT

A COPY OF THIS RESPONSE HAS BEEN DELIVERED BY FEDERAL EXPRESS (TRACKING # 7924 7849 2044) TO: MR ROBERT J NOTESTINE III
4515 HARDING PIKE
STE 315
NASHVILLE, TN 37205

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed.R.Bankr.P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No.								
FAIRFIELD FINANCIAL SERVICES, INC. C/O JACK KING ESQ 1200 ONE NASHVILLE PLACE Nashville, TN 37219								
			1ST MORTGAGE COMMERCIAL BUILDING AT 58 MUSIC SQUARE WEST, NASHVILLE, TN					
			Value \$ 500,000.00				325,744.60	0.00
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					

0 continuation sheets attached

Subtotal
(Total of this page)

325,744.60

Total
(Report on Summary of Schedules)

325,744.60

In re SOUTH STREET EQUITIES, INC.

Case No. _____

Debtor

SCHEDULE E. CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed.R.Bankr.P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community". If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. If applicable, also report this total on the Means Test form.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,000* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507 (a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$4,925* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,225* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

*Amounts are subject to adjustment on April 1, 2007, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. §112; Fed.R.Bankr.P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community maybe liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
EPPS. THOMAS C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201	-		X	X	X	Unknown
Account No.						
JONES, KELLY C/O JASON D HOLLERMAN, ESQ 333 UNION STREET, STE 300 Nashville, TN 37201	-		X	X	X	Unknown
Account No.						
Account No.						
Subtotal (Total of this page)						0.00
Total (Report on Summary of Schedules)						0.00

0 continuation sheets attached

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE G. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed.R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
HORIZON LEASING LLC 58 MUSIC SQUARE WEST Nashville, TN 37212	RENTAL CONTRACT WHICH IS ATTACHED HERETO

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

VERN DANT INVESTMENTS

1607 Horton Ave. Nashville, TN 37212

615-642-4200

COPY

1. PARTIES The parties to this agreement are Vern Dant Investments and/or assigns hereinafter referred to as "landlord", and Horizon Leasing LLC

, and N/A hereinafter referred to as "Tenant(s)". All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the term and conditions of said agreement. Additional occupant of the premises will be N/A (Age); N/A (Age) only.

2. PROPERTY Landlord hereby lets the following property to Tenant for the terms of this agreement; the property located at and known as 58 Music Sq West Nashville, Tennessee. 37212 (Davidson County)

3. TERM The term of the agreement shall be for one year plus any proration beginning May 1 06 and ending on April 30th 07. *I agree to changes to 60 day notice out clause*
April 30, 08

4. RENT The yearly rental for said property shall be \$ 42,000.00 , payable in 12 payments of \$ 3,500 per month. On e full month's rent shall be paid upon the execution of this Agreement. The payments are to be paid consecutively on the first day of each month to **Vern Dant Investments at 1607 Horton Ave. Nashville, TN 37212** or at such place as the Landlord shall direct. NOTICE OF TERMINATION OF TENANCY UNDER LEASE AGREEMENT FOR NONPAYMENT OF RENT IS HEREBY SPECIFICALLY WAIVED.

5. LATE CHARGES Any rent installment that is received more than five (5) days after its due date shall include a late charge of 10% (ten percent) of the rent installment. Said late charges shall become a separate portion of rent due under the terms and conditions of this Lease.

6. RETURN CHECK CHARGES A charge of \$25.00 shall be paid by Tenant for any check that is returned unpaid. Upon return or dishonor of any check tendered as payment of rent, late charges will be assessed as if no rental payment was attempted.

7. UTILITIES, APPLIANCES AND OTHER ITEMS FURNISHED BY LANDLORD Utilities shall be paid by the party indicated on the following chart.

	LANDLORD	TENANT
Electricity		X
Gas		X
Water		X
Garbage		X

x
Other

Yard care shall be the responsibility of the Landlord/Tenant.

Tenant shall pickup and dispose of all trash.

When electricity, gas or water is to be furnished by Landlord, Tenant agrees not to use any supplemental heating or air conditioning units, clothes or dishwashing machines, or clothes dryers, other than those furnished by Landlord and above listed. Due to the high utility costs involving use of such units or appliances, Tenant agrees to obtain prior written approval before using or connecting such supplemental units or appliances.

Tenant agrees that any unauthorized use of supplemental heating or air conditioning units, clothes or dishwashing machines, or clothes dryers, other than those furnished by Landlord and above listed, shall increase the monthly rental for said property at the rate of \$100.00 per month. Said increase shall be automatic upon discovery of any of above mentioned units or appliances, without any notice required, and shall continue for the full term of this lease. Said increase shall become a portion of rent due under the terms and conditions of this agreement.

8. USE OF PROPERTY, OCCUPANTS, AND GUESTS Tenant shall use the subject property for residential purposes only. The property shall be occupied only by those tenants listed in item one (1), PARTIES

Tenant shall notify Landlord in writing of any guest or other person staying at subject premises for more than five (5) days. Any guest or other person staying at subject premises for more that five (5) days without written notice to Landlord or any guest or other person saying at subject premises for more than ten (10) days with written approval of Landlord shall be deemed to be additional tenant; thereby causing all tenants to become jointly and severally liable for additional rent of \$ 100.00 per month for each additional tenant.

9. TENANTS DUTY TO MAINTAIN PREMISES Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit or more than normal wear and tear is caused by acts of negligence of Tenant or others occupying the premises under his/her control, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord. As a request only, Landlord ask Tenant to assist Landlord in keeping the property clean by presentable by helping to pick up and dispose of paper, cups, bottles, etc. when possible to help maintain a higher quality living environment.

10. ALTERATIONS No alteration, addition or improvements shall be made by Tenant in or on the dwelling unit without prior written consent of Landlord. Such consent shall be totally at Landlord's options.

11. NOISE Tenant agrees not to allow on the premises an excessive noise or other activity which disturbs the peace and quiet of others.

12. INSPECTION BY LANDLORD The Tenant agrees to allow Landlord to enter the

subject premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors at Landlords discretion. The Landlord may enter the dwelling unit without consent of Tenant in case of emergency.

13. SECURITY DEPOSIT Tenant agrees to deposit with Landlord upon execution of this lease contract, receipt of which is hereby acknowledged, the sum of \$300.00 . This deposit is held as a security against any damage to the entire property, including but not limited to furniture, appliances, fixtures, and carpet; and Tenant vacating the entire premises prior to the termination date of this lease, or failing to perform any and all the covenants herein. Said deposit is neither an advance rental payment or a bonus to the Landlord, and Landlord agrees that if all the covenants imposed upon Tenant have been fulfilled, Landlord shall refund said deposit (less \$100.00 carpet cleaning and sanitation fee) by mail to the address furnished by Tenant, after the premises have been vacated by Tenant and inspected by Landlord as provided by statute. Under no circumstances shall any part of the deposit be applied to any rent including last month.

14. CLEANING FEES Tenant hereby pays N/A Dollars (\$) as an additional nonrefundable cleaning fee to be retained by Landlord. Said cleaning fee is to pay the expenses incurred by the Landlord to sanitize the stove, refrigerator, kitchen cabinets, floors, etc., and for painting interior walls, as such time as Tenant vacates the premises.

15. LIEN The Tenant hereby gives Landlord a lien upon all his personal property situated upon said premises, including all furniture and household furnishings, this lien is for the rent agreed to be paid here under, for any damage caused by Tenant beyond normal wear and tear, and for Court costs and all attorney's fees incurred under the terms and conditions of this Agreement.

16. SUBLEASING Tenant shall not assign this Agreement or sublet the dwelling unit without prior written consent of Landlord. Such consent shall be totally at Landlord's option.

17. PERSONAL INJURY AND PROPERTY DAMAGE Subject to standards required by law, neither Landlord or it's principal shall be liable to Tenant, his family, employees or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without written permission of Landlord; nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom, or other causes whatsoever; nor shall Landlord be liable for loss or damages resulting in failure, interruption or malfunctions in the utilities provided to Tenant under this Lease Agreement; nor shall Landlord be liable for injuries elsewhere on the premises. Tenant shall be solely responsible for maintenance and upkeep of any fire and/or smoke detection devices.

LANDLORD IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE FOR THE TENANTS PERSONAL PROPERTY.

In further consideration of this Agreement, Tenant agrees that Tenant has inspected

the property Tenant accepts property in perfect condition and Landlord does not warrant the condition of the premises in any respect, and his liability for any injury to the Tenant, his family, agent or those claiming under him or those on the premises by his or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or are willfully concealed by him. Additionally, Tenant has inspected the premises and binds himself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the above leased premises, during the term of this Lease, or any extension thereof. Tenants agrees to maintain, in his sole responsibility, any fire or smoke detection devices necessary for tenants safety.

18. IN CASE OF MALFUNCTION OF EQUIPMENT, DAMAGE BY FIRE, WATER, OR ACT OF GOD Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water of act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord in his sole discretion to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.

19. PETS No Tenant shall not permit a pet to live on the premises without signing and complying with the provisions of a separately negotiated pet agreement. All pets are subject to visual inspection and approval of Landlord at such times as Landlord may direct during normal working hours. Additional pet deposit of \$ N/A.

20. TERMINATION - ALL TENANTS PLEASE TAKE NOTICE! At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of this intent to Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises. Failure of Tenant to give Landlord said notice of intent to vacate the premises will cause Landlord to treat Tenant as a holdover in accordance with item twenty-one (21), HOLDOVER, as this Lease Agreement, no matter if Tenant continues to occupy the premises or not. Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean and in the same condition as he/she found them as mentioned above.

21. HOLDOVER If the Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender for the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement under the same terms and conditions as herein contained.

22. ATTORNEY'S FEES Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including all attorney's fees.

23. NOTICES All notices provided for/by this Agreement shall be in writing delivered to the other party as follows: to Tenant, at premises; to Landlord at above address.

24. MAINTENANCE REQUESTS Except in emergencies, all requests for maintenance

must be made in writing, to Landlord, at the following address: 1607 Horton Ave.
Nashville, TN 37212

25. **ABSENCE OR ABANDONMENT** The Tenant must notify the Landlord of any extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. The Tenant's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of evidence of abandonment. The Landlord is then expressly authorized to enter, remove and store all personal items belonging to Tenant without notice. Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any unclaimed balance held by the Landlord for a period of one (1) months shall be forfeited to the Landlord.

26. **TERMINATION FOR VIOLENT OR DANGEROUS BEHAVIOR** Landlord shall terminate this lease agreement with no written notice if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

27. **BREACH OF LEASE** If there is any other material noncompliance of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date no less than fifteen (30) days after the receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.

If the same act or omission which constituted a prior noncompliance, of which notice was given, reoccurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement.

28. **RULES AND REGULATIONS** Tenant has read and agrees to abide by all Rules and Regulations of the Landlord as they presently exist or as they may be amended at Landlord's sole discretion. Said Rules and Regulations being attached hereto and are herein incorporated by reference.

29. **ALTERATIONS OR CHANGE IN THIS AGREEMENT** It is expressly understood by Landlord and Tenant that the terms and conditions herein set out cannot be changed or modified, except in writing, Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.

30. **APPLICATION** Where required, Tenant's Application is an important part of this Lease, incorporated by reference and made part hereof. Any misrepresentations, misleading or false statements made by Tenant and later discovered by the Landlord shall at the option of the Landlord void this Lease Agreement.

31. SAVINGS CLAUSE If any provision of this Lease is determined to be in conflict with the law, thereby making said provision null and void, the nullity shall not affect the other provisions of this Lease which can be given effect without the void provision and to this end the provisions of the Lease are severable.

32. TENANTS ARE RESPONSIBLE FOR THEIR OWN SECURITY Tenant hereby states that he has inspected the subject premises and has determined to his satisfaction that the smoke detectors, door locks and latches, window locks and latches, and any other security devices within the subject premises are adequate and in proper working order. Tenant acknowledges that Landlord is under no obligation or duty to inspect, test, or repair any other security device unless and until Landlord has received written notice of disrepair of the device. Tenant further acknowledges that neither Landlord nor his agents or representatives, guarantee, warrant, or assume the personal security of Tenant. Tenant further acknowledges and understands that Tenant's personal safety and security is primarily Tenant's responsibility. In particular, Tenant recognizes that Tenant is in the best position to determine and foresee risks of loss and to protect himself and his property against such losses. In this regard, Tenant recognizes that any of Landlord's efforts are voluntary and not obligatory.

Tenant

[Handwritten Signature] 8/11/05

Landlord

Vern Dant Investments and/or assigns
[Handwritten Signature] - 8-11-05

In re SOUTH STREET EQUITIES, INC.
Debtor

Case No. _____

SCHEDULE H. CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

0 continuation sheets attached to Schedule of Codebtors

**United States Bankruptcy Court
Middle District of Tennessee**

In re SOUTH STREET EQUITIES, INC.

Debtor(s)

Case No. _____

Chapter

11

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the PRESIDENT of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 10 sheets *[total shown on summary page plus 1]*, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 1, 2006

Signature

/s/ AUVERGNE DANTIGNAC BY CATHY LOOPER,
ATTORNEY IN FACT
AUVERGNE DANTIGNAC BY CATHY LOOPER,
ATTORNEY IN FACT
PRESIDENT

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
Middle District of Tennessee**

In re SOUTH STREET EQUITIES, INC.,
Debtor

Case No. _____

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
AUVERGNE DANTIGNAC 1607 HORTON AVENUE Nashville, TN 37212			100% OF COMMON STOCK

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the PRESIDENT of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date August 1, 2006

Signature /s/ AUVERGNE DANTIGNAC BY CATHY LOOPER, ATTOR
**AUVERGNE DANTIGNAC BY CATHY LOOPER, ATTORNE
PRESIDENT**

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C §§ 152 and 3571.

**United States Bankruptcy Court
Middle District of Tennessee**

In re **SOUTH STREET EQUITIES, INC.**

Debtor(s)

Case No. _____

Chapter **11**

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **SOUTH STREET EQUITIES, INC.** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

August 1, 2006

Date

/s/ Steven L. Lefkovitz

Steven L. Lefkovitz 5953

Signature of Attorney or Litigant

Counsel for **SOUTH STREET EQUITIES, INC.**

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