BOOK 4389 PAGE 417

This Instrument Prepared By:
William N. Dearborn, Atty
Nashville, Tenn.

D E E D

Address New Owner as follows:	Send Tax Bills To:	Map-Parcel Numbers:
South Central Bell Telephone Company	Same	117-14 50
Green Hills Office Building, Nashville, Tenn 37215	310 Green Hills Office Building Nashville, Tenn 37215	and 117-10 121

FOR AND IN CONSIDERATION of the sum of Four Million Two Hundred Thousand ($4,200,000.00) Dollars, of which Three Hundred Sixteen Thousand Three Hundred Thirty-seven & 03/100 ($316,337.03) Dollars has this day been paid in cash by South Central Bell Telephone Company, the receipt of which is hereby acknowledged, and for the remainder the said South Central Bell Telephone Company assumes and agrees to pay the following two mortgages which are liens against the following described real estate:

(1) Deed of Trust executed by Green Hills Village, Inc. to E.E. Murrey, Trustee, of record in Book 2821, page 567, to secure The First Mortgage Company of Nashville one note dated August 1, 1958, for the sum of $3,300,000,with interest as set forth therein, which debt was assigned by The First Mortgage Company to The Penn Mutual Life Insurance Company by instrument of record in Book 3017, page 499, the unpaid principal balance as of December 31, 1969 being $2,060,960.53. And,

(2) Deed of Trust executed by Jack M. Bass Jr. and wife, to Warren P. Gray, Trustee, as of record in Book 4315, page 561, to secure Green Hills Company, Inc (now Intereal Company), a note

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration, or value, whichever is greater, for this transfer is $4,200,000.00. South Central Bell Telephone Company

by: R. W. Whitaker Jr.
Affiant Attorney

Subscribed and sworn to before me, this the 31st day of December 1969

L. D. Richards
Notary Public

My commission expires April 25, 1970.

dated March 6, 1969, for $1,822,702.44, with interest as set forth therein, payable according to the terms and conditions thereof. The unpaid principal amount of this note is $1,822,702.44. Interest under the terms of this note has been paid for the quarter ending December 6, 1969, and South Central Bell Telephone Company agrees to be liable for the full amount of interest for the quarter ending March 6, 1970, and thereafter; we, JACK M. BASS JR. and wife, EDITH McBRIDE BASS, as Grantors, have bargained and sold and by these presents do transfer and convey unto SOUTH CENTRAL BELL TELEPHONE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal office and place of business in the City of Birmingham, Alabama, as Grantee, the following described tracts or parcels of land in Davidson County, State of Tennessee, to-wit:

Three tracts of land in Davidson County, Tennessee, described according to a survey of John Coleman Hayes Jr., & Associates, dated February 27, 1969, containing a total of 7.745 acres, more or less, and being described in three tracts as follows:

TRACT I:
Being Parcel "B" on the Plan of Green Hills Village, as of record in Book 2330, page 81, Register's Office for said County, and described as follows:
BEGINNING at a concrete monument in the west margin of Green Hills Village Drive (now closed by instrument of record in Book 3277, page 81), located at the southeast corner of Lot 10, Block B. Hillsboro Views Development Company's Subdivision as of record in Book 974, pages 64 and 65, said Register's Office; thence along the west margin of said Drive, South 41° 28' West 235.95 feet to a cross mark; continuing with said Drive, along a slight curve in a southerly direction 148.67 feet to a cross mark; and continuing with said Drive, South 19° 58' West 433.20 feet to a nail and cap in asphalt pavement; thence along the south margin of Parcel "B", North 87° 44' West 196.85 feet to a monument; thence along the west margin of said Parcel "B", North 21° East 630.05 feet to a monument; thence along the north side of Parcel "B", South 87° 32' East 275.05 feet to the point of beginning.

TRACT II:
Being a lot or parcel of land adjoining Parcel "B", on the west side, as shown on the Plan of Green Hills Village, as of record in Book 2330, page 81, and being further identified as the east part of Block D, on the Plan of

Hillsboro Views Development Company's Subdivision, as of record in Book 974, pages 64 and 65, said Register's Office, and being also a part of Lots 8 and 7, of A.R. Greene's Subdivision of Block D, as of record in Book 1130, page 35, said Register's Office, and also being a part of the southwest part of Lots 12, 13 and 14, Block B, Hillsboro Views Subdivision, as of record in Book 974, page 64 and 65, said Register's Office, and described as follows:
BEGINNING at a point in the easterly margin of Cleghorn Avenue, as widened, at a concrete monument in the northwely margin of an entrance way to the parking lot; thence along the northerly margin of said entrance way, South 87° 15' East 225.65 feet to an iron pin; thence along the rear line of A. R. Greene's Subdivision of record in Book 1130, page 35, North 20° 41' East 639.39 feet to a concrete monument in the southwest part of Lot No. 14, Block B, Hillsboro Views Subdivision, as of record in Book 974, page 64 and 65, thence across Lot No. 14 and part of Lot No. 13, South 87° 18' East 96.98 feet to the concrete monument; thence North 8° 32' East 124.40 feet to a concrete monument in the south margin of Crestmoor Road; thence with the margin of the Road, South 86° 52' East 22.25 feet to a concrete monument; thence leaving said Road, South 8° 32' West 124.20 feet to a concrete monument in the south part of Lot No. 13; thence crossing Lot No. 13 and part of Lot No. 12, South 87° 18' East 102.97 feet to a concrete monument; thence South 21° West 693.40 feet to an iron pin; thence North 87° 15' West 442.57 feet to the easterly margin of Cleghorn Avenue, as widened; thence North 19° 21' East 52.17 feet to the beginning.

TRACT III: (Tract No.4 on above survey)
CONSISTING of two Parts and described as follows:

PART I: Being parts of Lots 12 and 13, Block B, on the Plan of Hillsboro Views Subdivision, as of record in Book 974, pages 64 and 65, Register's Office for said County, and described as follows:
BEGINNING at a monument on the south margin of Crestmoor Road, as widened, at a nail and cap in existing asphalt Drive, as located on said survey; thence leaving said Road, South 3° 07' West 182.85 feet to a monument; thence North 87° 32' West 25 feet to a monument; thence North 21° East 63.4 feet to a monument; thence North 87° 18' West 102.97 feet to a monument; thence along the east side of a 22.25 foot strip, North 8° 32' East 124.20 feet to a monument in the south margin of Crestmoor Road; thence with the margin of said Road, South 86° 52' East 96.87 feet to the point of beginning.

PART II: Being part of Lots 13, 14, 15 and 16 of Block B, on the Plan of Hillsboro Views Subdivision, as of record in Book 974, pages 64 and 65, Register's Office for said County, and described as follows:

BEGINNING at a concrete monument in the easterly margin of Cleghorn Avenue, as widened, at the new northwest corner of A.R. Greene's Subdivision of Block D, of record in Book 1130, page 35, said Register's Office; thence in a northeasterly direction around a curve having a radius of 270 feet, a distance of 316.70 feet to a monument in the south margin of Crestmoor Road, as widened, thence with the margin of said Road, South 86° 52' East 110.22 feet to a monument; thence along the margin of a 22.25 foot strip, South 8° 32' West 124.40 feet to a monument; thence North 87° 18' West 96.98 feet to a monument; thence South 20° 41' West 43.41 feet to a monument at the northeast corner of said A. R. Greene's Subdivision; thence along the north boundary of said Subdivision, North 86° 41' West 237.40 feet to the point of beginning.

Being part of the property conveyed to Jack M. Bass,Jr., by deed from Green Hills Company, Inc. of record in Book 4315, page 556, Register's Office for Davidson County, Tennessee.

Together with all Grantors' interest in and to any and all leases affecting the above described parcels or tracts of land.

Subject to restrictions, easements, leases and other similar rights of record.

Grantors convey, with the above real estate, those certain mutual rights between them and Green Hills Company, Inc., in its deed dated March 6, 1969, of record in Book 4315, page 556, Register's Office for Davidson County, Tennessee, which rights and privileges with regard to parking, as set out in said deed, are as follows:

"Grantor reserves, for itself, its successors, assigns and invitees, the right to park vehicles on any part of Tract No. I which is from time to time used as vehicle parking area. Grantee, his heirs, successors, assigns and invitees, is granted the right to use any part of that area adjoining the easterly boundary of Tract No. I which constituted a public roadway known as "Green Hills Village Drive" (but now closed by instrument of record in Book 3277, page 81, R.O.D.C.) as a means of ingress and egress to the above described property. there is also granted to Grantee, his heirs, successors, assigns and invitees, the right to park vehicles on any area in said former public public roadway known as "Green Hills Village Drive" and/or in the Green Hills Shopping Center, which is from time to time used as a vehicle parking area. The right herein reserved for parking on Tract No. 1 and the right herein given for parking on said former public roadway and/or in Green Hills Shopping Center, shall at all times be subject to the rights of any tenants with respect to said parking areas, either under existing leases or agreements or under leases or agreements hereafter made and nothing herein shall restrict either of the parties hereto, his or their successors or assigns, from granting exclusive or other particular parking rights to any tenants. Grantor, its successors and assigns, shall have the right to change the use of any of its property by relocating parking areas, erecting buildings or improvements thereon or otherwise, and Grantee, his heirs, successors and assigns, shall have the same rights with respect to Tract No. I; and the rights of parking and rights of ingress and egress herein reserved and/or granted, shall at all times be subject to the

right of either party to utilize his or its property in any way such party sees fit."

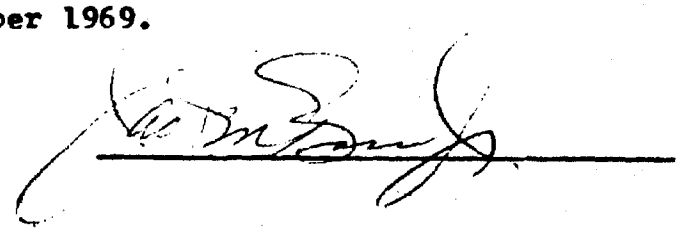
This is improved property known as Green Hills Office Building, Nashville, Tennessee.

TO HAVE AND TO HOLD the said tract or parcels of land with the appurtenances, estate, title, interest and rights thereto belonging to the Grantee, its successors and assigns, forever.

Grantors covenant with Grantee that they are lawfully seized and possessed of said land and all rights thereto in fee, except as above recited, and possess a good right to convey the same and that the land is unencumbered except as above related.

Grantors further covenant and and bind themselves, their heirs and assigns, to warrant and defend the title to the said land and rights thereto to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF Grantors have executed this Deed on this the 31st day of December 1969.



Edith McBride Bass

STATE OF TENNESSEE, §
§
COUNTY OF DAVIDSON. §

Personally appeared before me, B J Wright, a Notary Public in and for said County and State, the within named Jack M. Bass Jr. and wife, Edith McBride Bass, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this the 31st day of December 1969.

B J Wright
Notary Public

My Commission Expires: My Commission Expires February 21, 1970

A 6 4 9 1 3

IDENTIF. REFERENCE

DEC 31 1 07 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC31	CONV	*	4,200,000.00	
DEC31 S'TAX			A10,920.00	
DEC31 PR'FEE			A* .50	
DEC31	W'DEED		A* 9.00	*10,929.50