Address New Owner:
Robert J. Warner Jr., Trustee
1912 Parkway Towers
Nashville, Tennessee
37219

Send Tax Bills:
(Same)

Map No. 134

Parcel No. 16189

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
1912 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

QUITCLAIM DEED

BOOK 4904 PAGE 327

This instrument, made and entered into this 15th day of April, 1975, by and between Deffet Rentals, Inc., an Ohio corporation (hereinafter called "Transferor") and Robert J. Warner, Jr., Trustee, an individual and resident of Davidson County, Tennessee (hereinafter called "Transferee"):

Apr. 16 '75 misc. 6.00 6.00

W I T N E S S E T H:

WHEREAS, the undersigned Transferor on the 22nd day of June, 1974, executed a certain promissory note in the amount of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), payable to the order of Citizens and Southern Realty Investors, a Maryland investment trust, (hereinafter sometimes referred to as "Creditor") and;

WHEREAS, such indebtedness was secured by a deed of trust of even date of record in Book 4829, page 462, Register's Office for Davidson County, Tennessee, said deed of trust being specifically subject to all real estate taxes not then due and payable, and a mortgage of record in Book 4713, page 319, and as re-recorded in Book 4794, page 944, said Register's Office, and a deed of trust of record in Book 4829, page 458, said Register's Office, and;

WHEREAS, there exists a default with respect to certain of the terms, conditions, and provisions of the deed of trust aforesaid of record in Book 4829, page 462, said Register's Office, and;

WHEREAS, Creditor has caused notice to be published by the Substitute Trustee of his intention to hold a Trustee's sale in accordance with the terms, conditions and provisions of such deed of trust, and;

WHEREAS, Transferor is desirous of transferring all of the property as described in the deed of trust of record in Book 4829, page 462, said Register's Office, to a nominee of Creditor in lieu of such a Trustee's sale, upon the condition that such transfer will terminate all of the Transferor's liabilities and obligations with respect to such deed of trust, and the note secured thereby, and;

WHEREAS, Creditor is agreeable to cancel the indebtedness as set forth in the note of June 22, 1974 in the amount of One Hundred

Fifty Thousand and No/100 Dollars ($150,000.00), as secured by the deed of trust of record in Book 4829, page 462, said Register's Office, in consideration of such transfer by Transferor, and;

WHEREAS, Creditor desires that the hereinafter described property as described in the foregoing deed of trust be conveyed to Robert J. Warner, Jr., Trustee, for its benefit so as to avoid any merger of title that would affect a discharge of the mortgage of record in Book 4713, page 319, as re-recorded in Book 4794, page 944, said Register's Office, and to facilitate in any further management, disposition, conveyance or other transfer of the property hereinafter described, and;

WHEREAS, Transferor is desirous to make this conveyance according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and the specific termination and release of all of Transferor's obligations and liabilities under the promissory note and deed of trust dated June 22, 1974, such deed of trust being of record in Book 4829, page 462, Register's Office for Davidson County, Tennessee, and Ten Dollars ($10.00) cash in hand paid to Transferor, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Transferor hereby transfers, remises, releases and quitclaims, to Robert J. Warner, Jr., Trustee, with full power to sell, convey, mortgage and encumber without joinder of any beneficiary, all of its right, title and interest in the following described real property located in Davidson County, Tennessee, to wit:

> Land in Davidson County, Tennessee, being shown as Phase I (Century Center, Linbar Drive, Nashville, Tennessee) on the survey of Hart-Freeland-Roberts, Inc., dated May 16, 1973, as follows:
>
> BEGINNING at a point in the westerly margin of Interstate 24, said point being 844.00 feet from the southerly margin of Harding Place as measured along the westerly margin of said Interstate 24; thence S 30° 14' E a distance of 224.21 feet to a point; thence S 23° 07' W a distance of 270.96 feet to a point, said point being in the easterly margin of Linbar Drive; thence along a curve to the left radius 448.82 feet a distance of 407.47 feet to a point; said point being the end of said curve; thence S 61° 06' W a distance of 6.0 feet to a point; thence N 30° 14' W a distance of 228.0 feet to a point; thence N 59° 46' E a distance of 345.0 feet to a point; thence S 30° 14' E a distance of 23.00 feet to a point; thence N 59° 46' E a distance of 227.96

feet to the point of beginning and containing 3.828 acres.

Being property conveyed to Deffet Rentals, Inc., an Ohio corporation, by deed from U. Grant Browning, et al., Trustees, as of record in Book 4647, page 604, Register's Office for said County.

Further, it is agreed by the undersigned that nothing contained herein shall in any way serve to affect the mortgage of record in Book 4713, page 319, as re-recorded in Book 4794, page 944, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer(s) on the day and year first above written.

C94367

T
IDENTIF. REFERENCE
APR 16 8 34 AM '75
FEE & TAX REGISTER
DAVIDSON COUNTY, TENN.

DEFFET RENTALS, INC.

By: _____ Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joyce Kamm, a Notary Public within and for the State and County aforesaid, personally appeared George H. Deffet and _____, with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the President and _____ respectively of Deffet Rentals, Inc., the within named bargainor, a corporation, and that (he) (they) as such President and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said George H. Deffet as such President, and attesting the same by the said George H. Deffet as such President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 15th day of April, 1975.

_____
Notary Public

My Commission Expires: June 15, 1976

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $10.00.

_____
Affiant

Subscribed and sworn to before me, this 15th day of April, 1975.

_____
Notary Public

My Commission Expires: 9-16-78