NEW OWNER:
James I. Vance Berry, Trustee
21st Floor, First American Center
Nashville, Tennessee 37238

Tax Bills - same

THIS INSTRUMENT PREPARED BY:
James I. Vance Berry, Trustee
21st Floor, First American Cn
N shville, Tennessee 37238

MAP: 93 - 14 PARCEL: 29
9.0

BOOK 5269 PAGE 155

WARRANTY DEED

WHEREAS, ASH STREET CORP. (the "Corporation"), by action of its stockholders and directors, has adopted a Plan of Complete Liquidation and Dissolution, a copy of which plan is attached hereto as Exhibit A and is by reference incorporated herein; and

WHERAS, the Corporation is the owner of certain real property in Davidson County, Tennessee, more particularly described in Exhibit B which is attached hereto and is by reference incorporated herein (the "Property"); and

WHEREAS, the directors of the Corporation have determined that it is in the best interest of the stockholders of the Corporation that the Property be distributed to the stockholders by way of a liquidating distribution; and

WHEREAS, the stockholders of the Corporation have elected James I. Vance Berry to receive and take title to any properties of the Corporation which may be distributed in kind, in the course of the corporate liquidation;

NOW, THEREFORE, in consideration of the premises and, pursuant to the Plan of Liquidation, the Corporation has bargained, sold and by these presents does hereby transer and convey unto James I. Vance Berry, Trustee for the stockholders of the Corporation, his successors in trust and assigns, all right, title and interest of the Corporation in and to the Property.

This is improved property, known as 801 - 839 Sixth Avenue South, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said James I. Vance Berry, Trustee, his successors in trust and assigns, forever.

STATE OF TENNESSEE
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ None

Subscribed and sworn to before me this 4 day of April, 1978

Affiant

My commission expires: (Affix Seal)

Notary Public

ROBERT PALES III NOTARY PUBLIC DAVIDSON COUNTY

And the Corporation does covenant with the said James I. Vance Berry, Trustee, that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except for the following:

1. Metropolitan and State taxes for the year 1978.

2. The terms and conditions of a certain Lease Agreement by and between Henry Horrell et al and Board of Publication of The Methodist Church, Inc. dated March 11, 1964, of record in Book 3746, page 193, said Register's Office, as superseded by a certain lease between the same parties dated June 30, 1965, unrecorded, all right, title and interest of the Grantor in such lease being assigned herewith.

3. The lien of that certain Deed of Trust from Henry Horrell et ux et al to Herschel Greer, Trustee, dated May 11, 1964, and of record in Book 3752, page 194, said Register's Office, securing an indebtedness as described therein which has been assigned to American National Insurance Company by assignment of record in Book 3752, page 510, said Register's office, with all escrow deposits held by the lender for the payment of taxes upon the Property being assigned herewith.

4. An Assignment of Lease to American National Insurance Company dated May 11, 1964, of record in Book 3746, page 312, said Register's Office.

And the Corporation does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said James I. Vance Berry, Trustee, his successors in trust and assigns, against the lawful claims of all persons whomsoever.

This conveyance is further made subject to certain liabilities of the Grantor, the payment of which is expressly assumed by the beneficiaries for whom the Grantee is acting by acceptance of this deed, namely:

(i) Third National Bank in Nashville, $90,000.00 plus interest of $288.75;

(ii) Kermit C. Stengel, Jr., $10,000.00, plus interest of $32.08;

(iii) Recording costs for this deed, $4,438.50;

(iv) Legal and accounting expenses, estimated, $6,500.00.

IN WITNESS WHEREOF, the Corporation has caused its name to be signed hereto by its duly authorized officer this 4 day of April, 1978.

ASH STREET CORP.

By _____
President

CO 700,000.00	MO
WD 110.00	MS
TD	ST 4,400.00
CC	ST
MR	PF .50
UCC	TOTAL 4,436.50

IDENTIF. REFERENCE

APR 4 1 00 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

E 5 7 9 0 5

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared Kermit C. Stengel, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Ash Street Corp., the within named bargainor, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 4th day of April, 1978.

_____
Notary Public

My commission expires:

ROBERT HAIGE HILL JR. NOTARY PUBLIC DAVIDSON

PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION

PURSUANT TO SECTION 337

The following Plan of Complete Liquidation, hereinafter called the Plan, of ASH STREET CORP., (hereinafter called the "Corporation"), a Tennessee corporation, which is intended to accomplish the complete liquidation of the Corporation in conformity with Section 337 of the Internal Revenue Code of 1954, as amended, is deemed expedient and for the best interests of the Corporation:

1. This Plan shall be and become effective upon the approval and adoption hereof by the affirmative vote of a majority of the stock of the Corporation having voting power.

2. Payment of Obligations. After approval and adoption of the Plan by its stockholders, the Corporation shall sell, exchange, or otherwise dispose of or reduce to cash all of its assets, properties and rights (exclusive of so much thereof as may be distributed in kind as liquidating distributions, pro rata, to the stockholders of the Corporation, or to Trustees for such stockholders, from time to time) and to pay, or make provision for the payment, of all obligations of and claims against the Corporation (including unascertained or contingent liabilities and expenses).

3. Term of the Liquidation. The sale, exchange or other disposition of the assets, properties and rights of the Corporation shall be consummated on terms satisfactory to the Board of Directors, as expeditiously as practicable after the approval and adoption of the Plan by the stockholders of the Corporation and, in any event, within the twelve (12) month period beginning on the date of the adoption of the Plan by the stockholders of the Corporation.

4. Distribution of Assets. As soon as practicable and, in any event, within the twelve (12) month period beginning on the date of the adoption of the Plan by its stockholders, the Corporation shall make to its stockholders, pro rata, one or more distributions of assets including the proceeds of sales or other dispositions of assets, properties and rights (less any assets retained, or distributed to

Trustees pursuant to paragraph 5 hereof, to meet claims, including unascertained or contingent liabilities or expenses and specifically set aside for that purpose) in complete cancellation or redemption of all outstanding stock of the Corporation.

5. Distribution to Trustees. If, prior to the expiration of twelve (12) months following the date of adoption of this Plan by the stockholders, it appears that:

(i) There are any liquidation distributions, unclaimed dividends or other payments or distributions to which any stockholder of the Corporation may be entitled, who have not been located or who have not surrendered their certificates of stock for cancellation within the twelve (12) month period; or

(ii) There are any uncollected claims, contingent assets (including claims for refund of taxes or for proceeds of insurance) or other assets of the Corporation which may not be converted into cash prior to the expiration of the twelve (12) month period or which may not be practicable to distribute to the stockholders within such twelve (12) month period; or

(iii) There are any funds of the Corporation reasonably required to be retained to pay claims (including unascertained or contingent liabilities and expenses and specifically set aside for such purposes) which may not be disbursed prior to the expiration of the twelve (12) month period; or

(iv) The Board of Directors shall determine, in a particular instance or instances, that it is desirable to distribute an asset, or a group of assets, to Trustees for the stockholders of the Corporation for subsequent disposition by them for the account of the stockholders or, in their judgment, for subsequent distribution, pro rata, among the stockholders,

then, and in any of such events, the Corporation shall distribute asset in any or all of the foregoing categories to James I. Vance Berry

_____ _____

_____, Trustee, who is hereby elected by the stockholders as Trustee for the stockholders in connection with the dissolution of the corporation, such Trustee to succ to all of the right, title and interest of the Corporation in and to any and all assets, funds or other properties of the Corporation transferred to them as aforesaid with the following authority:

(i) To receive liquidating distributions, unclaimed dividends and other payments distributable to any of the stockholders of the Corporation who have not surrendered their certificates of stock for cancellation under the Plan and, for their benefit, to make disposition thereof in accordance with Tennessee law.

(ii) To collect, liquidate or otherwise convert into cash all claims and assets of the Corporation distributed to him pursuant to this Plan, including the right to convey by deed, assignment, bill of sale or otherwise, any of the assets of the Corporation transferred to him as such Trustee without joinder of any beneficiary for whom he may be acting, and to pay, discharge and satisfy all remaining obligations, liabilities and expenses of the Corporation with the right to prosecute or defend in litigation (in the name of the Corporation or otherwise), provided that the beneficial interest in all properties transferred to the Trustee shall vest, prorata, in the stockholders of the Corporation at the time of the transfer of the same to such Trustee, subject only to the continuing right of the Trustee to retain legal title thereto for the benefit of such stockholders for such period of time as they may deem necessary in order to effect the orderly and proper disposition thereof; the payment of all remaining claims, liabilities and expenses of the Corporation, including any unascertained or contingent liabilities and the payment of all expenses incurred in connection therewith. The Trustee shall distribute to the stockholders all net proceeds remaining in his hands as soon as it is determined by him to be practicable so to do. The President of the corporation shall enter into a Trust Agreement with the Trustee, in form suitable for recording, evidencing his authority to act on behalf of the stockholders pursuant to the provisions of this Plan and providing specifically that no party dealing with the Trustee shall be required to see to the application of the proceeds of any transaction.

Upon adoption of this Plan by the stockholders of the Corporation, the officers of the Corporation are authorized to wind up the affairs of the Corporation and to execute and file with the Secretary of State of Tennessee a Statement of Intent to Dissolve the Corporation, pursuant to Tennessee Code Annotated Section 48-1004, and to file Articles of Dissolution also with the Secretary of State of Tennessee, pursuant to Tennessee Code Annotated Section 49-1007, upon the complete distribution of assets to the stockholders or to the Trustee for their benefit. Further, the officers of the Corporation are directed to file appropriate articles of withdrawal from all other jurisdictions in which the Corporation is now qualified to do business.

7. Notice to Internal Revenue Service. Within thirty (30) days from the adoption of this Plan, the President shall file Treasury Form 966 with the Internal Revenue Service, giving notice of the intent of this corporation to liquidate and wind up its affairs, in conformity with the provisions of Section 337 of the Internal Revenue

Code. Moreover, the officers shall file any other forms or information required by the Internal Revenue Service in respect of the liquidation of the Corporation.

8. Abandonment of Plan. If in the opinion of the directors it is not feasible to sell, exchange, or otherwise dispose of the assets of the Corporation on satisfactory terms, pursuant to Section 3 hereof, the directors are authorized by resolution to abandon this Plan, in which event, the actions authorized in Sections 4, 5, 6 and 7 hereof shall not be taken, and the directors shall cause the Corporation to continue in the active conduct of the business.

TRACT 1:

Land in Davidson County, Tennessee, being Lots Nos. 135, 136 and part of Lot No. 137 on the Plan of Barrow Grove, as of record in Book "S", page 279, Register's Office for Davidson County, Tennessee, and Lots Nos. 361 to 366, inclusive on the Plan of Ewing, Wetmore and Others' Addition to South Nashville, as of record in Book 14, pages 202 and 203, said Register's Office, described together according to a survey made by Hal R. Swann, Jr., Surveyor, April 11, 1964, as follows:

BEGINNING at the southwest corner of 6th Avenue South and Ash Street; thence with the westerly margin of 6th Avenue South, southwardly 486.3 feet to the northerly margin of Mulberry Street; thence with said Street, westwardly 210 feet to the easterly margin of an alley; thence with said alley, northwardly 485.3 feet to the souther margin of Ash Street; thence with said Street, eastwardly 210 feet to the beginning.

Being the same property conveyed to Ash Street Corp. by Warranty Deed dated March 31, 1967, by deed from Henry Horrell and wife, Kathleen B. Horrell and Wilson Brazelton and wife, Maxine K. Brazelton, of record in Book 4116, page 732, Register's Office for Davidson County, Tennessee.

TRACT 2: APPURTENANT EASEMENT:

An easement for a railroad spur track as described and set out in an instrument of record in Book 3787, page 339, Register's Office for Davidson County, Tennessee, being more particularly described as follows:

BEGINNING at a point 129 feet, more or less, south of the south line of Ash Street and the west line of an alley; thence, westwardly at right angles to the west line of said alley, 8 feet north of and parallel with the center line of track 334-A, a distance of 130.5 feet more or less, to a point; thence northwardly at right angles a distance of 1.7 feet to a point; thence westwardly along a curved line having a radius of 276.98 feet, 9.7 feet north of and parallel with the center line of track 334, a distance of 82 feet, more or less, to the east line of Vine Street; thence, southerly with said east line of Vine Street, a distance of 19.75 feet, more or less, to a point 9.7 feet south of the center line of track 334, if measured at right angles; thence eastward along a curved line having a radius of 295.98 feet, 9.7 feet south of and parallel with the center line of track 334, a distance of 82 feet, more or less, to a point; thence, northwardly 0.7 feet to a point 9 feet south of the centerline of track 334; thence eastwardly 9 feet south of and parallel with the center line of track 334, a distance of 105 feet, more or less, to a point; thence southerly a distance of 0.5 feet to a point 9.5 feet south of the center line of track 334; thence, eastwardly along a curved line having a radius of 318.31 feet, 9.5 feet south of the center line of track 334, a distance of 27 feet, more or less, to a point in the west line of an alley; thence,northwardly with said west line of an alley, a distance of 34.8 feet, more or less, to the point of beginning.

BEING the same railroad easement assigned to Ash Street Corp. by assignment dated March 31, 1967, of record in Book 4116, page 736, Register's Office for Davidson County, Tennessee.

EXHIBIT B