BOOK 5305 PAGE 445

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37219

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel No.
William C. Freeman, Trustee 2519 Lebanon Road Nashville, Tennessee 37214	Home Fed. S. & L. Association 230 Fourth Ave.N. Nashville, TN 37219	107-13 Par 140 Jr

WARRANTY DEED

FOR AND CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, J. R. Freeman, Trustee, with full powers to sell, transfer, convey or otherwise encumber, without the joinder of any beneficiary, hereinafter called the "GRANTOR", have bargained and sold, and by these presents do transfer and convey unto William C. Freeman, Trustee, with full powers to mortgage, sell, transfer, convey, or otherwise encumber without the joinder of any beneficiary, hereinafter called the "GRANTEE", his successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract of land in the Third Civil District of Davidson County, Tennessee, bounded on the north by Thompson Place, on the east by lands of A. J. Smith, on the west by the Crestview Apartments property and on the south by the Williamsburg Corporation.

SAID tract of land begins at an iron pin on the southerly margin of Thompson Place at the northeast corner of the Crestview Apartment Property; thence with the southerly margin of Thompson Place in an easterly direction with a curve to the right with a radius of 1885.27 feet, a distance of 24 feet to an iron pin; thence continuing with said margin south 85 degrees 46' east 18.30 feet to an iron pin on said margin; thence continuing with said margin and a curve to the left with a radius of 2316.70 feet a distance of 197.79 feet to an iron pin at the northwest corner of the A. J. Smith Property; thence with A. J. Smith's northwesterly line south 3° 14' 10" west 432.36 feet to an iron pin at the southwest corner of the A. J. Smith Property and in the northerly line of the Williamsburg Corporation Property; thence with the northerly line of the Williamsburg Property north 85 degrees 42' 30" west 240 feet to an iron pin at the southeast corner of the Crestview Apartment Property; thence with the east boundary of the Crestview Apartment Property north 3 degrees 14' 10" east 423.51 feet to the point of beginning and containing 2.35 acres, more or less.

Being the same property conveyed to J. R. Freeman, Trustee, with full powers, by deed from David Faircloth and Billy Hardin of record in Book 4795, page 728, in the Register's Office for Davidson County, Tennessee.

JUN 29 CONV * 1,100,000.00
JUN 29 S'TAX B*2,360.00
JUN 29 PR'FEE B* .50
JUN 29 W'DEED B* 6.00 * 2,866.50

This conveyance is, however, subject to certain Underlying Indebtedness, which Underlying Indebtedness is not assumed by Grantee; the Underlying Indebtedness includes the following:

(a) "First Deed of Trust" to Charles Nelson, Jr., Trustee, of record in Book 4618, page 968, in the Register's Office for Davidson County, Tennessee, securing a promissory note payable to Home Federal Savings & Loan Association of Nashville, Tennessee and having an original principal balance of $630,000.00.

(b) "Second Deed of Trust" to Charles Nelson, Jr., Trustee, of record in Book 4734, page 508, in the Register's Office for Davidson County, Tennessee, securing a promissory note payable to Home Federal Savings & Loan Association of Nashville, Tennessee, and having an original principal balance of $42,000.00.

(c) "Third Deed of Trust" to Carmack Cochran, Trustee, of record in Book 4870, page 450, Register's Office for Davidson County, Tennessee, securing a promissory note payable to the United American Bank of Nashville, Tennessee, and having an original principal balance of $175,000.00.

(d) "Fourth Deed of Trust" to John G. Doak, Trustee, of record in Book 5123, page 698, Register's Office for Davidson County, Tennessee, securing a promissory note payable to Randall Phillips and having an original principal balance of $60,000.00.

This Conveyance is also subject to all public utility and drainage easements appearing of record in the said Register's Office, including that easement for sanitary sewer and storm drainage of record in Book 4665, page 0001 in the said Register's Office.

This is improved property known as the Thompson Place Apartments in Nashville, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever, and I do covenant with the said GRANTEE that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as otherwise herein set out; and I do further covenant and bind myself, my heirs, successors, assigns, and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his successors and assigns, against

the lawful claims of all persons whomsoever. Whereever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand and seal this 1st day of June, 1978.

J. R. Freeman, Trustee

J. R. Freeman, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named J. R. Freeman, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in [illegible], Tennessee, this the 1st day of June, 1978.

NOTARY PUBLIC

My Commission Expires: 10-18-81

FILED 7:40 99.
IDENTIF. REFERENCE
JUN 29 3 01 PM '78
FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this conveyance is $1,100,000.00.

Earl P. Colby

Sworn to and subscribed before me this 29 day of June, 1978.

NOTARY PUBLIC

My Commission Expires: 10-18-81