This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

METROCENTER PROPERTIES, a partnership

TO

BPT PROPERTIES

For draftsman's use

This instrument prepared by:
Ervin M. Entrekin, Attorney
26th Floor, First American Center
Nashville, Tennessee 37238

BOOK 5333 PAGE 716

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BPT PROPERTIES (NAME)	SAME (NAME)	70-16-2
Athens Way, MetroCenter (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 5 12 21 PM '78

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

E86822

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR ~~THIS~~ TRANSFER IS

$ 53,905.50 David H. Booth
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF August, 19 78.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

For and in Consideration of the sum of ----------TEN AND NO/100----------

----------($10.00)----------DOLLARS

cash in hand paid by BPT PROPERTIES and other good and valuable considerations, the receipt of which is hereby acknowledged,

SEP-5-78	CONV	53,905.50			
SEP-5-78	S'TAX		B*	140.14	
SEP-5-78	PR'FEE		B*	.50	
SEP-5-78	W'DEED		B*	6.00	* 146.64

METROCENTER PROPERTIES, a partnership composed of Pathfinder Resources, Incorporated, R. C. Mathews, Contractor, Inc. and Robert C. H. Mathews, Jr.,

have bargained and sold, and by these presents do transfer and convey unto the said

BPT PROPERTIES

its heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

A tract of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the north and east by Tract 8B, MetroCenter on the south by Tract 8A, MetroCenter, as recorded in Plat Book 4809, page 962, Register's Office for Davidson County, Tennessee, and on the west by Athens Way, more particularly described as follows:

BEGINNING at a point in the northeast margin of Athens Way, 289.5 feet, more or less, from the centerline of French Landing Drive and being the north corner of Tract 8A, MetroCenter; thence, N 23 degrees 44 minutes 10

seconds East, 160.00 feet to a point; thence South 66 degrees 15 minutes 50 seconds East, 159.14 feet to a point; thence South 23 degrees 44 minutes 10 seconds West, 108.00 feet to a point; thence North 66 degrees 15 minutes 50 seconds West, 28.93 feet to a point; thence South 23 degrees 44 minutes 10 seconds West 52.00 feet to a point on the north property line of Tract 8A, MetroCenter; thence, along said property line, N 66 degrees 15 minutes 50 seconds West, 130.21 feet to the point of beginning, Containing 23,958 square feet or 0.55 acre more or less.

Being part of the property conveyed to MetroCenter Properties, a partnership by deed from Mat-Nel Company of record in Book 4983, page 781, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:

Master Deed of Record in Book 5026, page 783, Register's Office for Davidson County, Tennessee and First Amendment of record in Book 5035, page 967, said Register's Office;

Restrictions of record in Book 5225, page 120, said Register's Office;

Restrictions contained in lease of record in Book 5225, page 112, said Register's Office.

A 24 foot wide access easement and public utility easement running parallel with the south and west property lines and a 20 foot wide joint access easement running parallel with and adjacent to the west property line for a distance of 75 feet from the west corner of the property.

The recorded plan shows an Owner's Certificate, a 50 foot setback line from Athens Way, a 10 foot sanitary sewer easement along the northerly line and a common easement for landscape area located in the northeasterly corner.

Replacement of roadways, parking areas, etc., necessitated by maintenance of public water and/or sewer line will be at the expense of MetroCenter Tract 8B Property Owners Association, Inc.

All owners of property shown on this plat are bound to contribute prorata toward the expenses of MetroCenter Tract 8B Property Owner's Association, Inc., a non-profit corporation which shall maintain and repair all common easements.

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

AND METROCENTER PROPERTIES does covenant with the said BPT PROPERTIES, that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered except for current taxes and as otherwise indicated herein.

AND METROCENTER PROPERTIES, does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said BPT PROPERTIES, its successors and assigns against the lawful claims of all persons whomsoever.

WITNESS our hands this 24th day of August, 1978.

METROCENTER PROPERTIES, a partnership

BY: PATHFINDER RESOURCES, INCORPORATED

Frank R. Kyle
FRANK R. KYLE, TREASURER

BY: R. C. MATHEWS, CONTRACTOR, INC.

Robt C.H. Mathews, Jr. Pres
ROBERT C. H. MATHEWS, JR., PRESIDENT

BY: ROBERT C. H. MATHEWS, JR.

Robt C.H. Mathews, Jr.
ROBERT C. H. MATHEWS, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public for said County and State, personally appeared FRANK R. KYLE, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Treasurer of PATHFINDER RESOURCES, INCORPORATED, partner of METROCENTER PROPERTIES, the within bargainor, a Tennessee partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as Treasurer of the said partner, and acknowledged that he as such Treasurer, executed the foregoing instrument on behalf of METROCENTER PROPERTIES, as the free act and deed of METROCENTER PROPERTIES, for the purposes therein contained by signing the name of said corporation on behalf of METROCENTER PROPERTIES, as partner, by himself as Treasuter.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29th day of August, 1978.

Beverly H. Burkhart
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Oct. 18, 1981.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public for said County and State, personally appeared ROBERT C. H. MATHEWS, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of R. C. MATHEWS, CONTRACTOR, INC., partner of METROCENTER PROPERTIES, the within bargainor, a Tennessee partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as President of the said partner, and acknowledged that he as such President, executed the foregoing instrument on behalf of METROCENTER PROPERTIES, as the free act and deed of METROCENTER PROPERTIES, for the purposes therein contained by signing the name of said corporation on behalf of METROCENTER PROPERTIES, as partner, by himself as President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29th day of August, 1978.

Beverly H. Burkhart
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Oct. 18, 1981.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared R.C.H. MATHEWS, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be one of the partners of METROCENTER PROPERTIES, a partnership, the within named bargainor, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29th day of August, 1978.

Beverly H. Burkhart
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Oct. 18, 1981.