Recording requested by:
TITLE INSURANCE AND TRUST CO.
Escrow #76 52 855-KD Title order#254174-LR

BOOK 5398 PAGE 968

SPECIAL WARRANTY DEED

FROM: Sidney F. Brody, et al., Trustees

This instrument was prepared by:
Robert N. Buchanan, III
Farris, Warfield & Kanaday
17th Floor, Third National Bank Bldg.
Nashville, Tennessee 37219

TO: Edmund Bruchet, Roy Grosenbach and Paul Fliegner

Address New Owner(s) as Follows:	Send Tax Bills To:	Map-Parcel Numbers
		Parcel 1
Edmund G. Bruchet, et al	Same	Map 133-5 Parcel 85
Sunny Cal Realty		Field Book Numbers
2515 Huntington Drive		6DA-38440
San Marino, California 91108		Parcel 2
		Map 43-9 Parcel 10
		Field Book Numbers
		11D-33900

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

The actual consideration or value, whichever is greater, for this transfer is One Million Six Hundred Ninety Thousand and 00/100 Dollars ($1,690,000.00) of which $863,819 is paid for Parcel 1 and $826,181 is paid for Parcel 2.

Affiant

SUBSCRIBED AND SWORN TO before me, this the 16th day of February, 19 79.

Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25 1981

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, Sidney F. Brody, John B. Courtney, C. W. Eldridge, Louis Siegel and Michael T. Chulak, not individually, but as Trustees of the UMET Trust have bargained and sold, and by these presents do transfer and convey unto the said Edmund G. Bruchet, and wife, Mary H. Bruchet, Roy Grosenbach Corinne B. Grosenbach, and Paul E. Fliegner, a single man, their heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Parcel 1: Land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 14-E on the Plan of a Resubdivision of Reserve Parcel "A" on the Plan of Allied Industrial Park, Section 5, of record in Plat Book 4595, page 106, said Register's Office, described as follows:

Beginning at a point in the northerly right-of-way margin of McNally Drive, said point being 325.44 feet, more or less, from the westerly right-of-way margin of Keystone Avenue, and being further described as the southeasterly corner of Lot 14-D as recorded in Book 4350, page 173, Register's Office for said County; thence with the common line North 02° 39' 00" East

340.83 feet to a point; thence leaving the common line of Lot 14-D South 87° 21' 00" East 344.81 feet to a point, said point being in the westerly right-of-way margin of Keystone Avenue; thence with the westerly margin of Keystone Avenue South 04° 13' 30" West 316.64 feet to a point; said point being the beginning of a radius return curve to the right having a radius of 25.00 feet; thence with said curve 38.58 feet to a point, said point being in the northerly right-of-way of McNally Drive; thence with said northerly right-of-way margin North 87° 21' 00" West 301.12 feet to the point of beginning.

Being the same property conveyed to the Grantors, or their predecessor Trustees, by deed from The First National Bank of Atlanta as Agent for the UMET Trust of record in Book 4925, page 626, Register's Office for Davidson County, Tennessee.

This is improved property known as 450 McNally Drive, Nashville, Tennessee.

Parcel 2: A parcel of land in the 11th Civil District of Nashville, Davidson County, Tennessee, bounded on the north by Williams Avenue, on the east by an alley 200 feet more or less west of Gallatin Road, and being a portion of Map 43-9, parcel 10, more particularly described as follows:

BEGINNING at an existing brass cap in concrete on the southerly margin of Williams Avenue at the northwest corner of the tract herein described and the northeast corner of the property owned by Leonard Davidson, as of record in Deed Book 3166, page 549, thence, along the south right of way line of Williams Avenue S 80° 59' E., 232.50 feet to a concrete monument, the beginning of a curve to the right; thence along said curve having a radius of 20.00 feet and a central angle of 87° 25' 28.77 feet to a concrete monument on the westerly margin of an alley, 25 feet width, thence, along said alley S. 01° 26' W., 237.48 feet to an iron pin; thence leaving said alley N. 88° 34' W. 196.76 feet to an iron pin; thence S 17° 46' W 354.15 feet to an iron pin on the north line of the Almon L. Johnson property; thence with Johnsons line N. 78° 12' W., 130.71 feet to an iron pin; thence along a line common to William R. Stinnett, Jr., Trustee Sharpcut Inc., and Leonard Davidson N. 17° 46' E passing an iron pin at 329.64 feet a total distance of 629.73 feet to the point of beginning, containing 2.83 acres, more or less.

Being the same property conveyed to the Grantors, or their predecessor Trustees, by deed from The First National Bank of Atlanta as Agent for the UMET Trust of record in Book 4947, page 297, Register's Office for Davidson County, Tennessee.

This is improved property known as 201 Williams Avenue, Madison, Tennessee.

The above described property is held by Grantors under the terms of a Declaration of Trust dated March 24, 1977 of record in Book 5136, page 256 and rerecorded at Book 5136, pages 263, 269 and 275, Register's Office for Davidson County, 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 Edmund G. Bruchet, and wife, Mary H. Bruchet, Roy Grosenbach and wife, Corinne B. Grosenbach and Paul E. Fliegner, their heirs, successors, and assigns, forever.

The said grantees shall hold title as tenants in common with Edmund G. Bruchet and wife, Mary H. Bruchet owning jointly a one-third undivided interest; Roy Grosenbach and wife, Corinne B. Grosenbach owning jointly a one-third undivided interest and Paul E. Fliegner owning the remaining one-third undivided interest.

The property herein conveyed is sold "As Is" and "With All Faults" and the grantors make no representation or warranty, express or implied, with respect to the condition of the Property or the workmanship or materials used in the improvements located on said property.

Parcel 1 is subject to a lien for 1979 taxes, storage bin rentals, and 15-foot setback lines from Keystone Avenue and McNally Drive and an overhang easement across the southeast corner as shown on the Plan of record in Book 4595, page 106, Register's Office for Davidson County, Tennessee.

Parcel 2 is subject to a lien for 1979 taxes, storage bin rentals, and a 20-foot sewer line easement as dedicated on the survey by James L. Murphy, Jr., Surveyor, dated July 1975.

The UMET Trust is a business trust existing pursuant to an Amended Declaration of Trust dated February 18, 1977, a copy of which is on file in the County Recorder's Office of Los Angeles, California. Neither the shareholders nor the trustees nor the officers of the Trust are liable for any act or obligation of the Trust. All persons to whom the Trust may become obligated must look solely to the Trust's property for the payment of any claim or for the performance of any obligation.

And the undersigned, do covenant and bind themselves, their successors and assigns to Edmund Bruchet, Roy Grosenbach and Paul Fliegner, that the undersigned have not made, done, executed or suffered any act or thing whatsoever, whereby the above-described premises, or any part of it, now or hereafter may be imperiled, changed or encumbered in any manner whatsoever, and that the undersigned will forever warrant and defend the title to the land against all persons lawfully claiming the same from, through or under the undersigned or their beneficiary the UMET Trust.

Witness our hands this 16th day of February, 1979.

Sidney F. Brody

John B. Courtney

C. W. Eldridge

Louis Siegel

Michael T. Chulak

STATE OF California)
COUNTY OF Los Angeles)

Personally appeared before me, Carol M. Falvey, a Notary Public in and for said County and State, the within named Sidney F. Brody, 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 official seal at Los Angeles, Calif., this 16th day of February, 1979.

Carol M. Falvey
Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25, 1981

STATE OF California)
COUNTY OF Los Angeles)

Personally appeared before me, Carol M. Falvey, a Notary Public in and for said County and State, the within named John B. Courtney, 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 official seal at Los Angeles, Calif., this 16th day of February, 19 79.

Carol M. Falvey
Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25, 1981

STATE OF California)
COUNTY OF Los Angeles)

Personally appeared before me, Carol M. Falvey, a Notary Public in and for said County and State, the within named C. W. Eldridge, 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 official seal at Los, Angeles Calif., this 16th day of February, 19 79.

Carol M. Falvey
Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25, 1981

STATE OF California)
COUNTY OF Los Angeles)

Personally appeared before me, Carol M. Falvey, a Notary Public in and for said County and State, the within named Louis Siegel, 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 official seal at Los Angeles, Calif., this 16th day of February, 19 79.

Carol M. Falvey
Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25, 1981

5273 [illegible] CHECK

BOOK 5398 PAGE 972

STATE OF California)
COUNTY OF Los Angeles)

Personally appeared before me, Carol M. Falvey, a Notary Public in and for said County and State, the within named Michael T. Chulak, 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 official seal at Los Angeles, Calif., this 16th day of February, 1979.

Carol M. Falvey
Notary Public

My Commission Expires: December 25, 1981

OFFICIAL SEAL
CAROL M. FALVEY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires December 25, 1981

F. I. 5.8.2. I.

IDENTIF. REFERENCE

FEB 27 10 13 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.