This Instrument Prepared By:

HARWELL BARR MARTIN & SLOAN
A Professional Corporation
400 Metropolitan Federal Building
Nashville, TN 37219

NAME & ADDRESS OF OWNER: SEND TAX BILLS TO:

MAP. 106-12
PAR. 1

T.W.A. DEVELOPMENT CO., Same
a Tennessee Limited Partnership
317 Wilhagen Road
Nashville, TN 37217

WARRANTY DEED

For and in consideration of the sum of $10.00 cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, HARDAWAY CONSTRUCTION COMPANY, a Partnership (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto T.W.A. DEVELOPMENT CO., a Tennessee Limited Partnership, (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

> Being part of Lot No. 24 on the Resubdivision of Lots 24 and 25, Plan of Murfreesboro Road Industrial Subdivision, Section I, as of record in Book 4350, page 83, Register's Office for Davidson County, as follows:
>
> BEGINNING at a point in the westerly margin of Wilhagan Road, at the northeast corner of Lot No. 24; thence with the margin of said Road, South 16° 01' West 97.5 feet to a point, 2-1/2 feet north of the common corner of Lots 24 and 25; thence North 73° 59' West, parallel to and 2-1/2 feet north of the dividing line between Lots 24 and 25, 240 feet to a point; thence South 16° 01' West 102-1/2 feet to the southwest corner of Lot No. 25; thence with the southerly line of Lot No. 24, North 73° 59' West 180 feet to a point in a drain; thence with the same, North 34° 01' East 210.29 feet to the northwest corner of Lot No. 24; thence with the northerly line of Lot No. 24, South 73° 59' East 355 feet to the point of beginning.
>
> Being the same property conveyed to Hardaway Construction Company, by deed from L. & H. Development Company, Inc., as of record in Book 4555, page 381, and by deed from Shankle-Clairday, Inc., as of record in Book 4555, page 383, both in said Register's Office.

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, its successors and assigns, forever. And Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey, and that the same is unencumbered, except for a Deed of Trust executed by Hardaway Construction Company, a Partnership of record in Book 4582, page 715, said Register's Office to secure to Noel Palmer Mortgage Co., Inc. the payment of a note in the original principal sum of $140,000 said Deed of Trust having been purchased by Fidelity Federal Savings and Loan Association, Inc. and a Deed of Trust executed by Hardaway Construction Company, a Partnership of record in Book 5542, Page 897, Register's Office for Davidson County, Tennessee to partially

secure to Commerce Union Bank and Third National Bank the payment of a note in the original principal sum of $2,500,000.00; set back lines, easements and so forth as shown on said Plan; and all other matters of record. And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Each of the undersigned jointly and severally make the warranties and covenant set forth herein.

WITNESS Grantor's hand this 10th day of August, 1982.

HARDAWAY CONSTRUCTION COMPANY
A Partnership
by all of its partners:

L. H. Hardaway, Sr.

L. H. Hardaway, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared L. H. Hardaway, Sr., and L. H. Hardaway, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be all of the partners of Hardaway Construction Company, the within named bargainor, a partnership, and that they as such partners being authorized so to do, executed the foregoing instrument by the said individuals as such partners.

Witness my hand and official seal of office on this 10th day of August, 1982.

Dorothy Blevins
Notary Public

My Commission Expires:

May 12 1984

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $325,000.

Ted E. [illegible]
Affaint

Sworn to and subscribed before me this 17th day of August, 1982.

Notary Public

My Commission Expires:

10/15/83

MAIL ENV. IDENTIF. REFERENCE
Aug 23 2 16 PM 82
FELIX Z. [illegible] DAVIDSON COUNTY, TENN.
H.O. 5 3 3 6

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5928 PAGE 18

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

325000.00- CO
845.00 CO TX
.50 PRFEE
6.00 WDEED
CHECK 851.50-
4929A08/23/82 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 5 3 3 6

IDENTIF. REFERENCE

Aug 23 2 16 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 898234