WARRANTY DEED BOOK 5937 PAGE 236

FROM: 152 Market Street Association, a Tennessee general partnership

TO: Quinn-L Corp., a Louisiana corporation

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

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map-Parcel Numbers |
|---|---|---|
| 3003 Knight Street<br>Suite 100<br>Shreveport, Louisiana 71105 | Same | Map 93-6-2<br>Parcels 72, 73, 74<br>Field Book Numbers<br>SW-1075, 1080, 1085 |

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STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is One Million Eight Hundred Thousand Dollars ($1,800,000).

Buddy R. Dukes
Affiant

SUBSCRIBED AND SWORN TO before me, this the 15th day of September, 1982.

Robert N. Buchanan, III
Notary Public

My Commission Expires: 1-22-84

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FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and including the execution and delivery by Quinn-L Corp. of its good and valid Deed of Trust Note, 152 Market Street Association, a Tennessee general partnership composed of three Tennessee general partnerships, namely The Cumberland Group, Baker and Kestner, and Preservation Plus, as Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Quinn-L Corp., a Louisiana corporation, as Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> The Property consists of the following described parcel of Davidson County, Tennessee land and buildings in the Market Street (Second Avenue) Historic District:
>
> Being part of Lots 13 and 14 on the plan of the original town of Nashville, not of record, and being more particularly described as follows:

Beginning at a point on the Easterly margin of Second Avenue North, said point being 495.61 feet from the Northerly margin of Broadway (Broad Street) and being the Northwesterly corner of the Landmark Contracting Inc., Et Al Property, the deed for which is of record in Book 5796, page 521, Register's Office of Davidson County, Tennessee; thence with the Easterly margin of Second Avenue North, North 27 degrees, 15 minutes, 31 seconds West a distance of 84.76 feet to a point, said point being the Southwesterly corner of the Third National Bank, Et Al Trustee Property, the deed for which is of record in Book 5503, page 344, Register's Office of Davidson County, Tennessee; thence with the common line of said Third National Bank Et Al Trustee, North 61 degrees, 57 minutes, 44 seconds East a distance of 210.25 feet to the Westerly margin of First Avenue North; thence with the Westerly margin of First Avenue North, South 27 degrees, 15 minutes, 31 seconds East a distance of 84.76 feet to a point, said point being the Northeasterly corner of the Landmark Contracting Inc. Et Al Property; thence with the common line of Landmark, South 61 degrees, 57 minutes, 44 seconds West a distance of 210.25 feet to the point of beginning, being the same property conveyed to 152 Market Street Association, the deed for which is of record in Book 5692, page 716, Register's Office of Davidson County, Tennessee.

This is improved property, known as 148, 150, 152 Second Avenue North, 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, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except for:

(i) Taxes for 1982 which are to be timely paid by Grantor;

(ii) Implied easement for support and maintenance of party walls;

(iii) Vendor's lien retained in the deed from Golda T. Blum to Nashville Sash & Door Co., Inc. of record in Book 5547, page 304, said Register's Office, to secure an indebtedness not assumed by Grantee;

(iv) Deed of Trust executed by 152 Market Street Association to James I. Vance Berry, Trustee of record in Book 5692, page 721, said Register's Office, to secure the performance of a Guaranty for the payment of a note made to the order of Gilbert Fox, Trustee, neither the Guaranty nor the indebtedness to Gilbert Fox are assumed by Grantee;

(v) Deed of Trust from 152 Market Street Association to Dale L. Stegall, Trustee to secure to First Tennessee Bank, N.A. Nashville, the payment of a note dated December 18, 1980 in the principal sum of $300,000, of record in Book 5692, page 731, said Register's Office, which indebtedness is not assumed by Grantee;

(vi) Assignment of Rents and Leases of record in Book 5692, page 738, said Register's Office, to further secure the note described in (v) above; and

(vii) Lease dated December 18, 1980 by and between Grantor as Lessor and Nashville Sash & Door Co., Inc. as Lessee (the "Lease").

Grantee is assuming none of the obligations secured by the above described liens (the "Prior Liens"). Grantor shall remain responsible for making all payments due and discharging all other monetary obligations under any instrument secured by the Prior Liens and to do all things to prevent the foreclosure on the property conveyed herein under any of the Prior Liens including, but not limited to, making all payments due under that certain promissory note payable to the order of Gilbert Fox, Trustee. Grantee shall have the right, but not the obligation, to make payment on any Prior Lien. Grantor agrees that upon payment by Grantee of the balance of the purchase price for the property conveyed herein, that Grantor will satisfy all indebtedness secured by the Prior Liens and deliver recorded releases of the Prior Liens to Grantee.

Grantor reserves for itself until the earlier of December 31, 1983 or the termination of the Lease, the receipt of all monthly rental and all additional rental due under the Lease. For so long as such rentals are reserved, Grantor shall pay all state and local property taxes and assessments against the property conveyed herein and all rental commissions. For so long as such rentals are reserved, Grantor agrees to secure and maintain in full force and effect, at its expense, but for the benefit of Grantor and Grantee, fire and extended coverage insurance on the property herein conveyed in some company qualified to do business in Tennessee and in a form satisfactory to Grantee. Such policy or policies shall list Grantor as beneficiary under a standard mortgage loss payable clause. Such insurance shall be in the aggregate amount equal to $1,800,000 plus 9% thereon commencing with the date of this Deed.

Should Grantee make any payment under any Prior Lien or for any taxes, insurance or rental commissions, Grantor agrees to immediately reimburse Grantee any such payment together with interest thereon at the maximum contract rate permitted by law.

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.

Witness the signature of its partners this 10th day of September, 1982.

152 MARKET STREET ASSOCIATION,
a partnership

By: The Cumberland Group

By: Thomas E Bedford

By: Leonard E. Primm

By: Frank Ryan

By: Buddy R. Dukes

By: [illegible]

By: Baker & Kestner

By: Larry Tsater

By: Preservation Plus

By: Jeanette H. Dalton

By: Wm E Connelly

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Robert N. Buchanan III, of the State and County aforesaid, personally appeared Wm H Dukes, Buddy R. Dukes, Thomas E. Bedford, Frank Ryan, and Leonard E. Primm with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be partners of The Cumberland Group, a partner of 152 MARKET STREET ASSOCIATION, the within named bargainor, a partnership, and that they as such partners, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as Partners.

Witness my hand and seal this the 10th day of September, 1982.

Robert N. Buchanan III
Notary Public

My Commission Expires: 1-22-84

OFFICIAL RECEIPT

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

BOOK 5937 PAGE 240

Before me, Robert N. Buchanan III, of the State and County aforesaid, personally appeared Gary T. Baker, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be partner of Baker & Kestner, a partner of 152 MARKET STREET ASSOCIATION, the within named bargainor, a partnership, and that he as such partner, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal this the 10th day of September, 1982.

Robert N. Buchanan III
Notary Public

My Commission Expires: 1-22-84

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Robert N. Buchanan III, of the State and County aforesaid, personally appeared William E Connelly and Jeanette H. Dalton, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be partners of Preservation Plus, a partner of 152 MARKET STREET ASSOCIATION, the within named bargainor, a partnership, and that they as such partners, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as partners.

Witness my hand and seal this the 10th day of September, 1982.

Robert N. Buchanan III
Notary Public

My Commission Expires: 1-22-84

RUSH

H 0 8 4 0 8

IDENTIF. REFERENCE

SEP 14 3 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN



RNB/9-9-82

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

BOOK 5937 PAGE 241

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | CO | 1,800,000.00 | | |
| | | | 4680.00 CO TX | |
| | | | .50 PRFEE | |
| | | | 15.00 WDEED | |
| | | | CHECK 4695.50- | |
| | | | B726A09/14/82 BAL .00 | |

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

H 0 8 4 0 8

IDENTIF. T REFERENCE

SEP 14 3 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 899607