6044

Map 104-3 Parcel 45
#21W-11185

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $200,000.00.

Thomas A. Allen
Affiant

BOOK 6128 PAGE 249

Subscribed and sworn to before me this the 31st day of August, 1983.

Peter Weiss
Notary Public

My Commission Expires: 4/22/84

PETER WEISS NOTARY PUBLIC AT LARGE STATE OF TENN.

THIS INSTRUMENT PREPARED BY:
FOLEY & WEISS, Attorneys, 1208 Fidelity Federal Building, Nashville, TN 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:
Third National Bank in Nashville	CRC Equities
(Name)	(Name)
Trust Dept., Third National Bank Bldg.	P. O. Box 120122
(Street Address)	(Street Address)
Nashville, Tennessee 37244	Nashville, Tennessee 37212
(City) (State) (Zip Code)	(City) (State) (Zip Code)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, and other good and valuable considerations, including but not limited to the warranties, covenants and agreements contained in a Contract of Sale dated the 29th day of July, 1983, by and between the Parties herein, a copy of which is attached hereto as Exhibit A and shall become a part of this transfer, I, JAMES V. HUNT, hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE, u/a/w/ Joseph Mason Rodgers, hereinafter called the Grantee, their heirs and assigns, my Twenty-Five (25%) per cent undivided interest in and to a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING Lots Nos. 15, 16 and 17 on the George Shields Plan of Subdivision of Lot No. 53: Boyd's Cockrill Spring Tract, as of record in Plat Book 57, Page 45, Register's Office for said County, and more particularly described as follows:

SAID Lot No. 15 fronts 50 feet on the westerly side of Twenty-Eighth Avenue South (formerly Palmer Avenue) and runs back 105 feet on the northerly line along the southerly margin of an alley and 115 feet on the southerly line to an alley in the rear, on which broken line it measures 51 feet, more or less.

SAID Lot No. 16 fronts 50 feet on the westerly side of Twenty-Eighth Avenue South (formerly Palmer Avenue) and runs back 115 feet between parallel lines to an alley in the rear.

SAID Lot No. 17 fronts 50 feet on the westerly side of Twenty-Eighth Avenue South (formerly Palmer Avenue) and runs back 115 feet between parallel lines to an alley in the rear.

BEING the same property conveyed to Joe M. Rodgers, James V. Hunt and Turner P. Williams, by Deed from R. H. W. Joint Venture of record in Book 5708, Page 175, Register's Office for Davidson County, Tennessee.

This instrument prepared based upon information provided by the Parties.

The foregoing is improved property, known as 107, 109 and 111 Twenty-Eighth Avenue South, Nashville, Tennessee 37212, and is unencumbered except by the terms of such instruments affecting it as may appear of record, and unpaid taxes.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto on this 31st day of August, 1983.

James V. Hunt

STATE OF TENNESSEE)
Davidson County)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named James V. Hunt, 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 Nashville, Tennessee, this 31st day of August, 1983.

My commission expires: 4/22/84

Notary Public

EXHIBIT "A"

CONTRACT OF SALE

BOOK 6128 PAGE 251

This agreement made and entered into this the 29th day of July, 1983, by and between James V. Hunt, hereinafter referred to as the "Seller", and Third National Bank of Nashville, Tennessee, Trustee, u/a/w Joseph Mason Rogers, hereinafter referred to as the "Purchaser".

W I T N E S S E T H :

WHEREAS, the "Seller" desires to sell his twenty-five (25%) per cent interest in a certain commercial office building known as the RHW Building, as more fully described in Deed of record in Book 5708, Page 175, Register's Office for Davidson County, Tennessee; and,

WHEREAS, the "Purchaser" desires to buy the twenty-five (25%) per cent interest of the "Seller" in the subject commercial office building under the terms and conditions hereinafter recited.

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged, and for the further considerations and agreements hereinafter recited, the "Seller" agrees to sell his twenty-five (25%) per cent undivided interest and the "Purchaser" agrees to buy the subject interest under the following terms and conditions:

1. Sales Price - the "Purchaser" agrees to pay the sum of Two Hundred Thousand ($200,000.00) Dollars cash to the "Seller" on date of closing of the subject transaction as further defined in Item 2 below.

2. Date of Closing - the "Parties" agree that the date of closing the subject sales transaction shall be at the option of the "Seller" but under no condition shall the closing date be later than September 1, 1983, nor earlier than thirty (30) days from the date of this contract. The "Seller" shall give thirty (30) days notice of his desired date of closing and the closing shall take place on the "Seller's" desired closing date or on the date which the Third National Bank Trust Department is able to close, whichever date is later, but in no event later that September 1, 1983, or sixty (60) days from the date of "Sellers" notice, whichever is earlier.

3. Commission - the "Parties" certify and agree that neither has contacted any person or firm who might be in a possession to claim a real estate commission associated with this contract of sale and the "Seller" shall not pay any real estate fees or commissions if any claim should be made by Third Parties.

4. Title - the "Seller" shall convey his interest in and to the subject premises to the "Purchaser" by good and valid Warranty Deed insuring that the same is free, clear and unencumbered, but will not provide an attorney's title insurance opinion nor an owner's policy of title insurance.

5. Closing Attorney and Fees - the "Parties" agree that the firm of Foley & Weiss, Attorneys, shall be retained to close the subject transaction. The closing attorneys fees have been estimated to be $ Maximum of 450.00 and the transfer taxes estimated to be $526.50. The "Parties" agree that the attorneys fees and transfer taxes shall be divided equally between the "Seller" and "Purchasers".

6. Additional Assets - in addition to the transfer of all of his right, title and interest in and to the RHW Building, the "Seller" further agrees that at the time of closing the subject transaction he shall transfer all of his right, title and interest in the leases for Suites 2-A and 2-C in said RHW Building to the "Purchaser" and the "Purchaser" covenants and agrees that it will assume all responsibility for "Sellers" obligations under said leases. The "Seller" further covenants and agrees to pay rent to "Purchaser" from the date of closing until the "Seller" vacates the premises at an annual rate of $13.50 per square foot for Suite 2-C ($1,163.25 per month) and one-half (1/2) of the rent of Suite 2-A ($1,315.69). The subject rent shall be prorated on a daily basis from the date of closing until the date of vacating of the premises by the "Seller" and under no circumstances shall the "Seller" vacate prior to July 31, 1983, nor later than September 30, 1983. The "Seller" covenants and agrees to give a minimum of thirty (30) days notice of his intent to move and shall pay the accrued per diem rent on the date of the vacating of the premises.

7. Leasehold Improvements - the "Seller" shall be allowed to take possession of and remove the bar and bar fixtures purchased by the "Seller" at his own expense as leasehold improvements. The "Seller" shall also be allowed to take all draperies which he has purchased for Suites 2-A and 2-C of the subject RHW Building. The "Seller" agrees to leave any and drapery hardware in the building and shall only take possession of the drapes.

8. Miscellaneous Provisions -

a. The "Buyer" agrees that upon closing of the subject transaction it will assume all legal and financial obligations which may have been created by or which may result from any leases or obligations created on the behalf of the "Seller" by any management company or any person operating on behalf of the "Seller" as such transactions may pertain to the RHW Building. The "Buyer" also agrees to assume any and all other legal and financial obligations which may be attached to the RHW Building.

b. The "Parties" agree that any and all property taxes, unearned insurance premiums, utilities and other operating expenses of the RHW Building shall be prorated as of the date of closing and applicable credits and disbursements made by CRC Equities Management Company. "Parties" agree that the "Seller" shall be entitled to retain any and all operating distributions up to and including the date of the closing. The "Parties" further agree that the "Seller" shall be autnorized and allowed to retain the right to any and all assessments which may accrue to any leasee of the RHW Building or increase taxes or insurance up to and including the date of closing.

c. The "Buyer" agrees to provide the "Seller" an operating statement indicating all prorations as of the date of closing and further shall provide the "Seller" a final operating statement for the twelve (12) month period ending December 31, 1983, within thirty (30) days from said date.

EXECUTED in duplicate on the day and date first above written.

James V. Hunt

Third National Bank in Nashville, Trustee 7/27/83
TRUST REAL ESTATE OFFICER

H 7 1 0 8 0

IDENTIF. REFERENCE

SEP 1 3 30 PM '83

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6128 PAGE 254

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
			200000.00- CO	
			520.00 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	535.50-
		4433A09/01/83	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 7: 1: 0 8 0

IDENTIF. REFERENCE

SEP 1 9 3 30 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 975822