30418

BOOK 6137 PAGE 708

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
HSW Partnership 2120 Crestmoor Drive Nashville, TN 37203	Same	Map 104-3 Part of Parcel 26 P/O FB#21W-1885

This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238

SPECIAL WARRANTY DEED, RESTRICTIONS, VENDORS LIEN, AND RETENTION OF EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, The West End Home for Ladies, a Tennessee non-profit corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said HSW Partnership, a Tennessee general partnership composed of Vianda Hale Hill, George N. Spiva and Ted H. Welch (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference ("the Property").

Grantor, for itself, its successors and assigns, hereby reserves a non-exclusive ingress and egress for easement for pedestrian ingress and egress across the Property for the benefit of the residents and invitees of the Grantor, and Grantor's successors in title. Grantee, by its acceptance of this conveyance, agrees that it will construct a pedestrian walkway upon said easement, at its sole cost and expense.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $1,592,289.67.

Affiant

Subscribed and sworn to before me this 15th day of September, 1983.

LINDA C. THOMPSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public
My commission expires: 7/27/86

Further, Grantee agrees, on its own behalf and on behalf of its successors in title, that it will maintain, repair, and keep said walkway clear of ice, snow and debris, all at Grantee's expense. The easement reserved hereby shall apply to all of the Property until such time as Grantee has reconveyed to Grantor a definitively described easement across the Property ("Redefined Easement") satisfactory to Grantor. Such Redefined Easement shall be prepared and recorded at the Grantee's expense; Grantor's acceptance of such Redefined Easement is contingent upon such Redefined Easement not being subordinate to any further encumbrances on the Property.

This conveyance is made subject to the restrictions and limitations as to the use of said Property, as set forth on Exhibit "B" attached hereto, which restrictions are hereby declared to be covenants running with the land and binding upon the Grantee and its successors in title.

Grantor herein specifically retains a Vendor's Lien and the same is consented to by Grantee as evidenced by the acceptance of this Special Warranty Deed and recordation of the same. The purpose of the Vendor's Lien is to secure the payment to Grantor of $165,000.00 in the event, but only in the event, that Grantee, its successors and assigns, elect to make and make improvements of any nature on the Property in excess of two stories in height including mezzanines and other levels within ten (10) years subsequent to the date hereof. In the event that such sum is not paid prior to the commencement of such construction, or the restrictions contained upon Exhibit B are otherwise violated, Grantee acknowledges that all such rights of Grantor are valuable and Grantor shall be entitled to seek appropriate remedies, whether injunctive and/or damages, and Grantee shall pay and be responsible for all of Grantor's costs in Grantor's pursuit of such remedies. All such costs and expenses shall be secured by the Lien evidenced by this Special Warranty Deed.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for that portion of the current year in which the Property is owned by a non-exempt person pursuant to the provisions of T.C.A. § 67-403.

2. Cut slope easement granted to the City of Nashville by document of record in Book 1940, page 273, said Register's Office.

3. All matters shown on the Plan of record in Book 5190, page 764, said Register's Office.

4. Pedestrian ingress and egress easement reserved in this instrument.

5. Restrictive covenants contained on Exhibit "C" attached hereto.

6. Vendor's Lien retained in this instrument.

This is improved property, known as part of 2817 West End Avenue, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD the said Property, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

And Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth in this Deed.

And Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said Property to the said Grantee, its successors and assigns against the lawful claims of all persons claiming by, through, or under it.

Notwithstanding the conveyance evidenced hereby, the Option Agreement dated March 4, 1983, as amended, between the parties shall survive this conveyance.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 15th day of September, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

THE WEST END HOME FOR LADIES

By Mrs W. Irvin Berry

Its President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Linda C. Thompson, a Notary Public of the State and County aforesaid, personally appeared Mrs. W. Irvin Berry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of The West End Home For Ladies, the within named bargainor, a corporation, and that she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

WITNESS my hand and seal, at office in Nashville, Davidson, this 15th day of September, 1983.

LINDA C. THOMPSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Linda C. Thompson
Notary Public

My Commission Expires: 2/27/86

EXHIBIT "A" BOOK 6137 PAGE 712

Land in Davidson County, Tennessee being Lot No. 1 on the Plan of West End Home for Ladies Subdivision, as of record in Book 5190, page 670, described as follows:

Beginning at a iron pin in the Southerly margin of West End Avenue, said point being 150.0 feet East of the Easterly margin of 29th Avenue South; thence, along said Southerly margin as follows: North 50 degrees 20 minutes 06 seconds East 156.05 feet to a point; thence, with a curve to the right having a radius of 718.36 feet a distance of 111.36 feet to a point; thence, along the East line of this tract as follows South 31 degrees 56 minutes 05 seconds East 131.00 feet; thence, North 58 degrees 03 minutes 55 seconds East 65.50 feet; thence, South 31 degrees 56 minutes 05 seconds East 10.00 feet; thence, South 58 degrees 03 minutes 55 seconds West 65.50 feet; thence, South 31 degrees 56 minutes 05 seconds East 222.60 feet; thence, South 58 degrees 03 minutes 55 seconds West 64.88 feet; thence, South 32 degrees 34 minutes 14 seconds East 55.15 feet to a point 367.00 feet North of the Northerly margin of Vanderbilt Place; thence, along the South line of this tract South 58 degrees 46 minutes 04 seconds West 200.64 feet to a point 366.96 feet North of the Northerly margin of Vanderbilt Place; thence, along the West line of this tract North 32 degrees 03 minutes 24 seconds West 388.89 feet to the point of beginning, containing 2.42 acres more or less.

Being part of the same property conveyed to Old Woman's Home (name changed from Old Woman's Home to The West End Home by Charter Amendment of record in Book 5741, page 567, said Register's Office, and changed from The West End Home to The West End Home for Ladies by Charter Amendment of record in Book 6136, page 756, said Register's Office) by deed from the Nashville Trust Company, Trustee, of record in Book 370, page 259, by deed from Mrs. Elizabeth B. Keith, of record in Book 598, page 608, and by deed from Henry Stein and wife, Nannie G. Stein, of record in Book 515, page 484, all in said Register's Office.

EXHIBIT "B"

1. No liquor or beer sales store may occupy any portion of the improvements located or to be located upon the Property, except that a national chain pharmacy store that may lawfully sell beer and liquor, may occupy a portion of the improvements in the event that its liquor and/or beer sales result in less than fifty percent (50%) of the annual gross dollar sales volume of such store.

2. No restaurant may occupy more than one-third (1/3) of the gross leaseable area of the improvements now existing or hereafter erected on the Property.

3. No improvements constructed on the Property may exceed two (2) stories in height, including mezzanines and other levels, for a period of ten (10) years from the date of this Special Warranty Deed, unless Grantee or its successor in title remits the sum of One Hundred Sixty-Five Thousand and No/100 Dollars ($165,000.00) to Grantor, or its successor in title, as additional consideration for the conveyance of the Property.

4. In no event shall the improvements constructed upon the Property exceed six (6) stories in height, including mezzanines and other levels, for a period of fifteen (15) years from the date of this Special Warranty Deed, unless the written consent of Grantor, or its successor in title, is obtained.

H 7 3 8 7 4

IDENTIF. REFERENCE

SEP 15 4 23 PM '03

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

7696 09/15/03 15:41:58.48- CHECK

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6137 PAGE 714

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	1592.29.67		

4139.98 CO TX
.50 PRFEE
18.00 WDEED
CHECK 4158.48-
7696A09/15/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIF. REFERENCE

SEP 15 4 23 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 978982