THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (CDB)
2700 First American Center
Nashville, Tennessee 37238

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GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To	Map-Parcel Nos.
A. Harrison Johnson, Jr. Trustee 11th Floor First American Center Nashville, Tennessee 37238	Same	Map 93-6-1 Parcel 26 Map 93-6-1 Parcel 27

FOR AND IN CONSIDERATION OF ONE DOLLAR ($1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, FIRST AMERICAN NATIONAL BANK OF NASHVILLE, a national banking association with its principal office in Nashville, Tennessee, and HOWELL H. CAMPBELL, JR., as Trustees under the will of Howell H. Campbell, deceased (which will is of record in Will Book 75, page 386, Probate Court of Davidson County, Tennessee) have bargained and sold and by these presents do hereby transfer and convey unto A. HARRISON JOHNSON, JR., TRUSTEE, with full power to sell, convey and mortgage without the consent or joinder of any beneficiary, his successors and assigns, the real property described on Exhibit A hereto, together with the leases described on said Exhibit and the rights of Grantors under said leases.

TO HAVE AND TO HOLD said properties, with the appurtenances, estate, title and interest thereto belonging unto the said A. HARRISON JOHNSON, JR., TRUSTEE, his successors and assigns, forever.

Grantors, as such Trustees but no further or otherwise, covenant that they are lawfully seized and possessed of said properties in fee simple, have good right to convey same, and that said properties are unencumbered except as set forth on Exhibit A.

Grantors, as such Trustees but no further or otherwise, further covenant and bind themselves, their successors and assigns, to warrant and forever defend title to said properties to the said A. HARRISON JOHNSON, JR., TRUSTEE, his successors and assigns, against the lawful claims (other than those arising out of the aforesaid exceptions) of all persons whomsoever.

As evidenced by his signature hereto Grantee assumes, and agrees to hold Grantors harmless from, all of Grantors' obligations hereafter arising or accruing under the leases hereby transferred.

For the sum of Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Five and 07/100 Dollars ($588,865.07) of the consideration for this transfer, Grantee has executed and delivered to Grantors a promissory note of even date herewith payable to the order of Grantors in said amount, bearing interest at the rate of 11% per annum on the unpaid balance payable semi-annually, and with principal payable on January 19, 1992, except that said note may be prepaid without penalty and may be paid by a Metropolitan Government Industrial Development Board Bond meeting certain requirements. Said note is secured, in addition to the vendor's lien herein retained, by a Deed of Trust of even date herewith executed by Grantee to David P. Rogers, Trustee. A vendor's lien and superior title are retained against the properties hereby conveyed for the benefit of Grantors, or other owner or holder of said note, until said note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading. In addition to securing said note, the vendor's lien and deed of trust also secure Grantee's obligations under the leases hereby transferred, which Grantee assumes.

NASHVILLE CITY BANK AND TRUST CO., a Tennessee banking corporation, to which Grantee has previously assigned (as collateral security) an option to purchase the subject properties by an instrument entitled "Collateral Assignment of Option" dated January 4, 1984, joins herein for the purpose of agreeing to this conveyance to Grantee and it does hereby release any right it may have in and to, or to acquire, the subject properties.

IN WITNESS WHEREOF, the parties have executed this instrument or caused this instrument to be executed by their

duly authorized officials, on this 19 day of January, 1984.

FIRST AMERICAN NATIONAL BANK
OF NASHVILLE, Trustee

By: _____ Assistant Vice President

_____ Trustee
HOWELL H. CAMPBELL, JR., Trustee

"GRANTORS"

_____ Trustee
A. HARRISON JOHNSON, JR., Trustee

"GRANTEE"

NASHVILLE CITY BANK AND TRUST CO.

By: _____
Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David P Rogers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Asst Vice President of FIRST AMERICAN NATIONAL BANK OF NASHVILLE, the within-named bargainor, a national banking association, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself as such officer.

WITNESS my hand, at office in Nashville, Tennessee Davidson County, Tennessee, this 19 day of January, 1984.

_____
Notary Public

My Commission Expires: 7/21/84.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, HOWELL H. CAMPBELL, JR., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of January, 1984.

Nancy L Rosenau
Notary Public

My Commission Expires: 7/21/84.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, A. HARRISON JOHNSON, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19 day of January, 1984.

Nancy L Rosenau
Notary Public

My Commission Expires: 7/21/84.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of NASHVILLE CITY BANK AND TRUST CO., the within-named bargainor, a Tennessee banking corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the Bank by himself as such officer.

WITNESS my hand, at office in Nashville, Tennessee, County, Davidson, this 5th day of January, 1984.

Melissa H. Cox
Notary Public

My Commission Expires: 2-20-86.

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration or value of the property is $ 708,865.07 .

Affiant

Subscribed and sworn to before me this 19 day of January, 1984.

Notary Public

My Commission Expires: 7/21/87 .

EXHIBIT A

Two tracts of land in Davidson County, Tennessee, described as follows:

TRACT I:

Land in Davidson County, Tennessee, being part of Lot No. 101 on the Original Plan of the Town of Nashville, not of record, described as follows: Beginning on the easterly margin of 6th Avenue North, formerly High Street, at a point 80 feet 5 inches, more or less, north of the northerly margin of Church Street, said point being the northwest corner of the property conveyed to Howell H. Campbell by deed from Sarah Hitchcock Cadek et al. of record in Book 805, page 133, Register's Office for said County; thence with the northerly line of said Campbell property eastwardly 66 feet, more or less, to the westerly line of the Lebeck property; thence with said line northwardly 54 feet, more or less, to the southerly line of the Timothy property; thence with Timothy's southerly line westwardly 66 feet, more or less, to the easterly margin of 6th Avenue North; thence with said avenue southwardly 54 feet, more or less, to the beginning.

Being the same property conveyed to Howell H. Campbell by deed from Sarah C. Berry, of record in Book 821, page 74, said Register's Office, the said Howell H. Campbell having since died, and First American National Bank of Nashville and Howell H. Campbell, Jr., being appointed Co-Trustees, with full power to sell and convey, under the will of Howell H. Campbell, deceased, of record in Will Book 75, page 386, Probate Court of Davidson County, Tennessee.

TRACT II:

Land in Davidson County, Tennessee, being a part of Lot No. 101 in the Original Plan of the Town of Nashville (not recorded) described as follows: Beginning at the intersection of Church Street (formerly Spring Street) and Sixth Avenue, North (formerly High Street) and running thence northeastwardly along the line of said Church St., 60 feet to a stone; thence running directly back through said Lot northwestwardly and parallel to said Sixth Avenue, 80 feet and 5 inches to a stone; thence running at right angles to said last line and parallel to said Church Street, southwestwardly 60 feet to the line of Sixth Avenue North; and thence running with the east margin of Sixth Avenue, North southeastwardly 80 feet and 5 inches to the beginning.

Being the same property conveyed to Howell H. Campbell by deed from Sarah Hitchcock Cadek and husband, O, T. Cadek, Eva C. Hitchcock, May Hitchcock Brandon and husband, D. G. Brandon, of record in Book 805, page 133, said Register's Office, the said Howell H. Campbell having since died, and First American National Bank of Nashville and Howell H. Campbell, Jr., being appointed Co-Trustees, with full power to sell and convey, under the will of Howell H. Campbell, deceased, of record in Will Book 75, page 386, Probate Court of Davidson County, Tennessee.

Said property is unencumbered except for taxes for the year 1984 which have been prorated and assumed by Grantee, a lien but not yet due and payable, and the following tenant leases:

A. Lease dated February 20, 1978, as amended, by and between Howell H. Campbell, Jr. and First American National Bank of Nashville, Trustees, as landlord, and Sam Small Jewelry Company as tenant.

B. Lease dated February 13, 1978, as amended, by and between Howell H. Campbell, Jr. and First American National Bank of Nashville, Trustees, as landlord, and The Harvey Co. as tenant.

C. Lease dated May 12, 1977, as amended, by and between First American National Bank of Nashville and Howell H. Campbell, Jr., Trustees, as landlord, and The Harvey Co. as tenant.

7491 ...01/19 1861.64- CHECK
H 9 8 5 8 7.
IDENTIF. REFER TO CODE
JAN 19 2 55 PM
FELIX ... REGISTER
DAVIDSON COUNTY
RUSH

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

RECEIVED OF _____

FOR _____

BOOK 6217 PAGE 190

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
			708865.07- CAMT.	
			1843.14 CSTAX	
			.50 PRFEE	
			16.00 WDEED	
			CHECK	1861.64-
7491A01/19/84			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 8 5 8 7.

IDENTIF. REFERENCE

JAN 19 2 55 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 7878