THIS INSTRUMENT PREPARED BY:
Kenneth P. Ezell, Jr.
Bone & Crawford
Vanderbilt Plaza, Suite 900
2100 West End Avenue
Nashville, Tennessee 37203

BOOK 6552 PAGE 681

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
Raymond B. Hurd, Trustee P. O. Box 524 907 Two Mile Parkway Goodlettsville, TN 37072	Pheonix Mutual Life Insurance One American Row Hartford, CT 06115	26-14-34

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, RIVERGATE PLAZA, LTD., a Tennessee Limited Partnership, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Raymond B. Hurd, Trustee for Rivergate Plaza Joint Venture with full power to sell, mortgage, transfer and convey without joinder of beneficiaries ("Grantee"), his representatives, successors, and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract of land in Goodlettsville, Davidson County, Tennessee, being a part of Rivergate Plaza as of Record in Book 4300, page 139, Register's Office, Davidson County, Tennessee, and being more particularly described as follows:

Beginning on the easterly margin of Two Mile Pike said monument being 1500.75' northerly of the center line of Bluebird Drive, thence;
N 75 deg. 03' 18" E, a distance of 181.70' to an iron pin, thence;
N 18 deg. 00' 41" W, a distance of 175.02' to an iron pin, thence;
N 74 deg. 30' 47" E, a distance of 869.75' to an iron pipe, thence;
S 82 deg. 18' 21" E, a distance of 323.94' to an iron pin, thence;
S 7 deg. 42' 33" W, a distance of 77.09' to a point, thence;
N 82 deg. 17' 05" W, a distance of 262.03' to a point, thence;
S 7deg.43' 02" W,a distance of 361.94' to a screw inn lead, thence;
S 83 deg. 11' 33" W, a distance of 350.02' to an iron pin, thence;
S 74 deg. 30' W, a distance of 224.77' to a point, thence;
In an easterly and northerly direction with a 25' radius curve to the left a distance of 39.27' to a point, thence;
N 15 deg. 30' W, a distance of 80.00' to a point, thence;
S 74 deg. 30' W, a distance of 101.66' to a point, thence;
S 18 deg. 35' E, a distance of 105.15' to a point, thence;
S 74 deg. 30' W, a distance of 30.00' to a point, thence;
N 18 deg. 35' W, a distance of 150.00' to a PK nail, thence;
S 74 deg. 30' W, a distance of 245.00' to an iron pin, thence;
N 18 deg. 35' W, a distance of 52.28' to the point of beginning and containing 7.73 acres; described according to a survey of Ragan-Smith-Murphy & Associates dated September 17, 1985.

Being the same property conveyed to Grantor by deed from Stanley M. Chernau, Trustee, with full power to mortgage, sell, convey or otherwise encumber without the joinder of any beneficiary of record in Book 5836, page 554, said Register's Office.

Together with all of Grantor's right, title and interest in and to a certain Grant of Easement between Grantor and Omega Associates, Ltd. of record in Book 6357, page 747, said Register's Office.

Said property is encumbered except as follows:

1. 1985 taxes, a lien, but not yet due and payable.

2. Deed of Trust executed by William D. Castleman, Trustee, to Robert J. Walker, Trustee, of record in Book 4898, page 128, said Register's Office, dated March 21, 1975, to secure to Phoenix Mutual Life Insurance Company, an indebtedness in the amount of $1,360,000.00, and any other sums which may be an become payable under the terms thereof, including but not limited to principal interest and service fees.

3. Collateral Assignment of Leases and Income by and between William D. Castleman, Trustee and Phoenix Mutual Life Insurance Company, dated March 21, 1975, of record in Book 4898, page 139, said Register's Office.

4. Modification Agreement dated January 22, 1976 of record in Book 4995, page 816, said Register's Office, as amended in Book 5043, page 314, said Register's Office, dated July 2, 1976.

5. Deed of Trust executed by William D. Castleman, Trustee, to William N. Dearborn, Trustee, dated July 7, 1976, and recorded in Book 5041, page 989, said Register's Office, in favor of Commerce Union Bank which states that it secures a debt in the principal sum of $400,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitation recited therein.

6. Deed of Trust executed by Rivergate Plaza, Ltd., a Tennessee limited partnership, to William L. Rosenberg, Trustee, dated December 1, 1981, and recorded in Book 5836, page 558, said Register's Office in favor of Stanley M. Chernau, Trustee, which states that it secures a debt in the principal sum of $2,350,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitation recited therein.

7. Grant of Easement by and between Rivergate Plaza, Ltd., a Tennessee limited partnership, and Omega Associates, Ltd., a Tennessee limited partnership, dated July 6, 1984, of record in Book 6357, page 747, said Register's Office.

8. Matters shown on the Plans of record in Book 4300, page 139, and in Book 4595, page 100, both in said Register's Office, and on the survey made by Ragan-Smith-Murphy & Associates, dated September 17, 1985.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to Grantee, his representatives, successors, and assigns, forever. Grantor covenants with Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, unless otherwise setout. Grantor further covenants and binds itself, its representatives, successors, and assigns to warrant specially and forever defend the title to said real estate to Grantee, his representatives, successors, and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth above), but not further or otherwise.

As used herein, the singular number shall include the plural and the masculine gender all other genders.

Witness Grantor's hand this 20th day of September, 1985.

RIVERGATE PLAZA, LTD.

By: FREEMAN WEBB INVESTMENTS, INC.
General Partner

By: _____
Title: Vice President

BY: _____
David L. Pollack,
General Partner

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $3,200,000.00.

Affiant

Sworn to and subscribed before me this 20th day of September, 1985.

Notary Public

My Commission Expires: 7/18/87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David L. Pollack, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the general partner of of Rivergate Plaza, Ltd., the within named bargainor, a Tennessee limited partnership, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

WITNESS my hand, at office, this 20th day of September, 1985.

Notary Public

My Commission Expires: 7/18/87

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared James A. Webb, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice-President of Freeman Webb Investments, Inc., the general partner of Rivergate Plaza, Ltd., the within named bargainor, a Tennessee limited partnership, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Vice-President of the general partner.

WITNESS my hand, at office, this 20th day of September, 1985.

Notary Public

My Commission Expires: 7/18/87

RUSH

3854 9

IDENTIFICATION REFERENCE

SEP 23 2 30 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6662 PAGE 684

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 3.200.000.00

8320.00 CSTAX
.50 PRFEE
9.00 WDEED
CHECK 8329.50-
947|A09/23/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

38549

IDENTIFICATION REFERENCE

SEP 23 2 30 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 175131