Address New Owner as Follows:

Tom F. Cone
195 North First
Nashville, TN 37213

Send Tax Bills to:

SAME

Map Parcel Number

82-14 48.1

BOOK 5723 PAGE 416

THIS DEED, made this 15th day of October, 1985, between SEABOARD SYSTEM RAILROAD, INC., a Virginia corporation, hereinafter called "Grantor"; TOM F. CONE, Oldham Street, Nashville, Tennessee, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee, under the First and Refunding Mortgage dated August 1, 1921, made by the former Louisville and Nashville Railroad Company, to which the Seaboard System Railroad, Inc., is successor by merger, hereinafter called "Trustee".

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Sixteen Thousand Eight Hundred Nine Dollars ($16,809.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, by these presents does grant, bargain, sell and convey unto the Grantee a tract or parcel of Grantor's vacant land in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

> Beginning at the northeast corner of Lot 48 as described by deed recorded in Deed Book 4896, Page 63, R.O.D.C., said point located in the south right-of-way line of Oldham Street (a 60.4-foot wide right of way); thence proceed South 83° 18' 00" East along said south right-of-way line of Oldham Street, a distance of one hundred ninety and thirty-nine hundredths (190.39) feet to a new iron rod; thence proceed South 64° 49' 00" West along a line thirty-two and eighty-five hundredths (32.85) feet from and parallel with the centerline of Grantor's existing Southbound Main Track, a distance of two hundred twenty-two and eighty-six hundredths (222.86) feet to a new iron rod at the southeast corner of said Lot 48; thence proceed North 06° 08' 00" East along the east line of said Lot 48, a distance of one hundred seventeen and seventy-three hundredths (117.73) feet to the point of beginning and new iron rod, containing 0.257 acre, more or less, the foregoing being part of the premises acquired by the Louisville and Nashville Railroad Company by deed dated November 5, 1853, recorded in Book 18, Page 102, and acquired by the Seaboard Coast Line Railroad Company through merger between the Seaboard Coast Line Railroad Company and the Louisville and Nashville Railroad Company, effective December 29, 1982, recorded in Book 5992, Page 495, and name of the surviving company changed to Seaboard System Railroad, Inc. by virtue of name change effective December 29, 1982, recorded in Book 5992, Page 498, all in the Office of the Register of Davidson County, Tennessee.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD the said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record, or apparent from an inspection of the premises.

Grantor reserves for itself, its successors and assigns, a perpetual communication easement on the property described as follows:

This instrument was prepared by
County L. Corry
Attorney
500 Water Street, Jacksonville, Fla.

Commence at the northeast corner of Lot 48 as described by deed recorded in Deed Book 4896, Page 63, R.O.D.C., said point located in the south right-of-way line of Oldham Street (a 60.4-foot wide right of way); thence proceeding South 6° 08' West along the east line of said Lot 48, a distance of one hundred seventeen and seventy-three hundredths (117.73) feet to a new iron rod at the southeast corner of said Lot 48, the point of beginning of the hereindescribed easement; thence North 6° 08' East along the east line of said Lot 48, a distance of twenty-eight and five tenths (28.5) feet to a point ten (10) feet northwest of and at right angles to the centerline of Seaboard's overhead communication lines; thence North 64° 19' East along a line ten (10) feet northwest of and parallel to the centerline of said communication line, a distance of six (6) feet, more or less, to a point; thence North 65° 49' East continuing along a line ten (10) feet northeast of and parallel to the centerline of said communication line, a distance of one hundred (100.0) feet to a point; thence North 69° 49' East continuing along a line ten (10.0) feet northwest of and parallel to the centerline of said communication line, a distance of eighty-two and three hundredths (82.03) feet to a point in the south right-of-way line of Oldham Street; thence South 83° 18' East along the south right-of-way line of said Oldham Street, a distance of twenty-three (23.0) feet to a new iron rod; thence proceeding along a line thirty-two and eighty-five hundredths (32.85) feet from and parallel with the centerline of Grantor's existing Southbound Main Track, a distance of two hundred twenty-two and eighty-six hundredths (222.86) feet to the point of beginning.

Grantee, as a condition to the herein conveyance, grants to the Grantor, its successors and assigns, a perpetual communication easement over the Grantee's property described as follows:

Beginning at a new iron rod in the southeast corner of Lot 48 as described by deed recorded in Deed Book 4896, Page 63, R.O.D.C., said point located thirty-two and eighty-five hundredths (32.85) feet northwest of and at right angles to the centerline of Grantor's Southbound Main Track; thence southwest along the property line between the Grantor and Grantee, a distance of one hundred twenty (120.0) feet, more or less, to a point ten (10.0) feet northwest of and at right angles to the centerline of Grantee's communication line; thence North 64° 19' East along a line ten (10.0) feet northwest of and parallel to the centerline of said communication line, a distance of one hundred twenty-one (121.0) feet, more or less, to a point in the east line of said Lot 48; thence South 6° 08' West along the east line of said Lot 48, a distance of twenty-eight and five tenths (28.5) feet to the point of beginning.

The property hereinabove conveyed is subject to the license agreement granted to the City of Nashville, Tennessee by the Louisville and Nashville Railroad Company, now Seaboard System Railroad, Inc., dated January 3, 1953, covering the installation and maintenance of an overhead pwoer line.

Except as to the matters referred to in the preceeding paragraphs, the Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

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The recitals of fact made hereinabove are to be taken only as recitals made by Grantor and not by Trustee.

The property hereinabove conveyed is subject to the lien of the First and Refunding Mortgage made by the former Louisville and Nashville Railroad Company, dated as of August 1, 1921, as supplemented and modified, under which mortgage United States Trust Company of New York is Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 1 of Article Ten thereof.

IN WITNESS WHEREOF, the Grantor and Trustee have hereunto subscribed their names, this the day and year first above written.

Signed, sealed and delivered in the presence of:

Betty D. Jones

Paul H. Huffman

SEABOARD SYSTEM RAILROAD, INC.

By _____ Vice President

Attest: _____ Assistant Secretary

Signed, sealed and delivered in the presence of:

Paul Gooch

Deborah Perez

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid

By _____ Vice President

Attest: _____ Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

Before me, Angelia C. Goodell, a Notary Public of the State and County aforesaid, personally appeared J. T. Rice and Diane J. Kidd with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the Vice President and Assistant Secretary of Seaboard System Railroad, Inc., the within named bargainor, a Virginia corporation, and that they as such Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by J. T. Rice, as its Vice President, and attesting the same by Diane J. Kidd, as its Assistant Secretary.

Witness my hand and seal at office in Jacksonville, Duval County, Florida, this 15th day of October, 1985.

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA My commission expires Sept. 15, 1987 Bonded Thru Patterson-Specht Agency

Angelia C. Goodell
Notary Public

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Personally appeared before me, ~~James~~ Mason Snyder, a Notary Public of the State and County aforesaid, ~~James~~ E. Logan and John M. Guiliano with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by ~~James~~ E. Logan, as its Assistant Vice President and attesting the same by John M. Guiliano, as its Assistant Secretary, and affixing the corporate seal thereto.

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Witness my hand and seal at office in New York, this 21st day of October, 1985.

My commission expires _____.

Mason E. Snyder
Notary Public
MASON E. SNYDER
Notary Public, State of New York
o. 48-22503
Qualified in New York County
Commission Expires March 30, 1986

(Notarial Seal)

5 7 3 5 5

IDENTIFICATION REFERENCE

DEC 2 3 14 PM '85

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $16,865.18. This is equal to or greater than the property would bring at ~~a fair and voluntary~~ sale.

Affiant

Sworn to and subscribed, this 21 day of November, 1985.

Notary Public

My commission expires:

4-17-88

(Notarial Seal)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____ BOOK 6723 PAGE 450

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
			16665.18- MT.	
			43.94 TAX	
			.50	
			12.00	
	VD		12.00-	
			12.00	
				56.44-
			1619A12/03/85	.0

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5.7.3 5 5.

IDENTIFI REFERENCE

DEC 2 3 14 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 176910