SPECIAL WARRANTY DEED

BOOK 7302 PAGE 613

FROM: ROBERT J. HOWELL

TO: THE SALVATION ARMY

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr., Esquire
Baker Worthington Crossley Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
The Salvation Army	Same	82-14 64 & 65
(NAME)	(NAME)	
P. O. Box 24236		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37202		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 1,000.00

Affiant

Subscribed and sworn to before me this the 12th day of June, 1987.

My commission expires: 1/29/89 (Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable considerations, cash in hand paid by THE SALVATION ARMY, (the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned Grantor, ROBERT J. HOWELL, (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, THE SALVATION ARMY, a Georgia not-for-profit corporation, its successors and assigns, certain real estate in Davidson County, State of Tennessee, being more particularly described as follows:

Being a tract of land in the First Civil District of Metropolitan Nashville and Davidson County, said tract of land being located in the northwesterly corner of the intersection of North First Street and Main Street (Victory Memorial Bridge) and being more particularly described as follows:

Beginning at a point in the northwesterly return of the intersection of North First Street and Main Street;

Thence, with the northerly margin of Main Street South 57 degrees 39' 50" West, 156.53 feet to an existing iron pin;

Thence, continuing with said northerly margin South 58 degrees 01' 34" West, 30.44 feet to a mark on sidewalk;

Thence, North 27 degrees 23' 47" West, 62.50 feet to a point;

Thence, South 60 degrees 45' West, 200.00 feet to a point;

Thence, South 27 degrees 23' 47" East, 73.50 feet to a mark on sidewalk in the northerly margin of Main Street;

Thence, with said northerly margin South 57 degrees 32' 20" West, 35.31 feet to a point;

Thence, with the common boundary with Ashland Oil and Refining Company North 29 degrees 19' 12" West 101.04 feet to an iron pin, North 83 degrees 57' West, 16.50 feet to an iron pin, North 18 degrees 25' 40" West, 77.22 feet to a cap, North 15 degrees 52' 41" East, 161.12 feet to a fence post, North 34 degrees 25' 20" West, 378.99 feet to a fence post in the common boundary of the Salvation Army property;

Thence, with said common boundary North 60 degrees 35' 23" East, 380.01 feet to an iron pin in the westerly margin of North First Street;

Thence, with said westerly margin South 27 degrees 23' 39" East, 637.75 feet to an iron pin;

Thence, along a curve to the right having a radius of 19.00 feet and a central angle of 85 degrees 03' 39", a distance of 28.21 (chord-South 15 degrees 07' 26" West, 25.69 feet) to the point of beginning.

Containing 243,104 square feet or 5.58 acres, more or less.

Description of tract of land taken from a boundary survey by A & A Engineers, dated November 18, 1981, and verified by survey by Barge, Waggoner, Sumner and Cannon, dated March 26, 1984, as revised August 15, 1986, and last revised September 23, 1986.

Being the same property conveyed to Robert J. Howell by Quitclaim Deed from A. Harrison Johnson, Jr., Trustee of record in Book 7293, Page 685, Register's Office for Davidson County, Tennessee.

SUBJECT TO:

1. 1987 taxes, a lien, but not yet due and payable.

2. Exceptions to Easement of record in Book 3926, Page 76, Register's Office for Davidson County, Tennessee.

3. Sewer easement as set forth on the survey of A & A Engineers, Inc., Nashville, Tennessee, dated November 18, 1981, and revised March 3, 1982, as shown on the Amendment of Deed of Trust of record in Book 5911, Page 937, Register's Office for Davidson County, Tennessee.

Further, this conveyance is subject to the following agreements of Grantor and Grantee:

1.A. Grantee will pursue all legal remedies to a final judgment in order to maintain and preserve the existing building permit, the ability to house transients in the facility, and the presently permitted use and occupancy (if the existing plans and specifications are constructed as agreed).

Grantor will buy the property back for the cash sum of One Million Sixty-Six Thousand Seventy and Forty-One One Hundredths Dollars ($ 1,066,070.41) Dollars for a period of 60 months from the date of the deed, upon at least 90 days' written notice to Grantor.

B. Grantee will not permit the property to be rezoned, the use varied, or any conditional use permit, or any change in the structure, or floor plans, or plumbing, or electrical, or heating systems, without Grantor's prior written consent, which Grantor will exercise reasonably in an effort to protect his risk, and the existing value of the property.

C. Grantee shall assign all insurance proceeds and/or condemnation proceeds to Grantor and require Grantor to buy the property back pursuant to

Item 2A hereof, or in the event Grantee elects not to make such assignment within 30 days of receipt of the proceeds, this Item 2 shall become null and void and of no further force and effect.

D. The property (and any equitable interest therein) may not be sold, transferred, conveyed, assigned, leased, encumbered or otherwise transferred, in whole or in part, without the written permission and absolute consent of Grantor.

E. Grantee will maintain insurance with companies and amounts satisfactory to Grantor.

F. Grantee will use the property only in a manner reasonably satisfactory to Grantor.

G. All the provisions herein are conditions precedent to the enforceability of the buy-back obligation of Grantor.

H. Grantee may record at anytime a document evidencing its unilateral agreement to give up its right to resell the property to Grantor, in which event all of Grantee's and Grantor's obligations under this Item 2 shall become null and void and of no further force or effect.

2. Upon 60 days' written notice of the existence of a bona fide offer to purchase to the Grantee, Grantor shall have a right of first refusal to purchase the property for a period of 65 months from the date of the deed.

3. The agreements herein are covenants that will run with the land and are intended to be encumbrances upon the land for the periods of time set forth herein, but not for more than 65 months from the date of the deed to the Grantee.

4. All notices or requests for written approval shall be hand delivered or sent certified or registered U. S. Mail, to:

SELLER: A. Harrison Johnson, Jr., Trustee
Baker, Worthington, Crossley, Stansberry & Woolf
Thirtieth Floor, L & C Tower
Nashville, Tennessee 37219

and

Robert J. Howell
2000 Warfield Drive
P. O. Box 150593
Nashville, Tennessee 37215

PURCHASER: The Salvation Army
600 Demonbreun Street
P. O. Box 24236
Nashville, Tennessee 37202
Attn: Major Charles White

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to THE SALVATION ARMY, its successors and assigns, forever.

And Grantor does covenant with the said Grantee, that he is lawfully seized and possessed of said real estate in fee simple; has a good right to convey it, and the same is unencumbered except as set out herein.

And Grantor does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said real estate to the said THE SALVATION ARMY, its successors and assigns, against the lawful claims of all persons claiming by, through or under it, but not otherwise.

JANET B. HOWELL, the wife of ROBERT J. HOWELL, joins herein for the sole purpose of quitclaiming all her marital right, title and interest in and to the property.

Grantor does not warrant the legal description but shall convey only that which was conveyed to Grantor.

Witness our hands this 13th day of July, 1987.

GRANTOR:

ROBERT J. HOWELL

JANET B. HOWELL

GRANTEE:

THE SALVATION ARMY

By: _____

FOR TITLE REFERENCE

JUL 21 8 52 AM 1987

4 7 8 1 6

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ROBERT J. HOWELL AND WIFE, JANET B. HOWELL, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

13TH Witness my hand and seal at office in Nashville, Tennessee, this 13TH day of July, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: Nov. 12, 1990.

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF
COUNTY OF

Personally appeared before me, _____ of THE SALVATION ARMY, (the "maker"), with whom I am personally acquainted, and who acknowledged that [he, she] executed the within instrument for the purposes therein contained, and who further acknowledged that [he, ~~she~~] ~~is the~~ _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 13th day of July, 1987.

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 25 1989.

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

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

RECEIVED OF _____

FOR _____

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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
		1,036,000.00 Conv. Amt.		

2900.00 CSTAX
.50 PRFEE
12.00 WDEED
CHECK 2913.50-
2234A07/21/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47.81 6.

IDENTIFICATION REFERENCE

JUL 21 3 56 PM 87

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 106357