WBJWP5 9/15/87 gh
THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (WBJ)
2700 First American Center
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
Nashville/Music City Land Fund, L. P., a Tennessee limited partnership c/o The Alpha Group, Inc. Suite 470 222 Third Avenue, N. Nashville, TN 37201	Same	59-79



SEP 16 12 22 PM '87
DAVIDSON COUNTY TN
IDENTIFICATION REFERENCE
S 6 3 9 0

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, R. David McDowell; R. Dennis McDowell; Robert A. McDowell, Jr.; Roscoe B. McDowell, Jr. (all of the foregoing being unmarried men); Charles W. McDowell, Sr.; First American Trust Company, N.A., as agent for Robert A. McDowell, Jr. and Robert F. Smith, the Co-Executors of the Estate of Robert A. McDowell, Sr.; and First American Trust Company, N.A. and Charles R. Honeycutt, as Co-Trustees under a Trust Agreement, created by Roscoe B. McDowell, Sr. and dated April 30, 1984, as amended (the "Grantors") have bargained and sold, and by these presents do transfer and convey to Nashville/Music City Land Fund, L. P., a Tennessee limited partnership, (the "Grantee"), its successors and assigns, the following property located in Nashville, Davidson County, Tennessee, to-wit:

A tract of land in the Second Civil District of Metropolitan Nashville-Davidson County, Tennessee known as Taylor's Hill located east of Dickerson Road, U.S. Highway 31-W and 41, north of Briley Parkway, west of Interstate Highway I-65, and south of Old Due West Avenue and being more particularly described as follows:

Beginning at an iron pin on the east margin of Dickerson Road, 75' east of the centerline at the northwest corner of property conveyed to Exxon Corporation by deed of record in Book 3895, Page 946, Register's Office of Davidson County, Tennessee; thence,

1) Northwardly with the east margin of Dickerson Road with a curve to the left having a radius of 2940.00' and a central angle of 13° 00' 35" (chord bearing and distance of N 07° 08' 23" E, 666.13'), a distance of 667.56' to an iron pin in the south line of the W. D. O'Connell property; thence,

2) With O'Connell's south line S 84° 04' 12" E, a distance of 552.00' to an iron pin; thence,

3) With O'Connell's east line, N 06° 48' 03" E, a distance of 318.04' to an iron pin at the southwest corner of the William Goodrich property described in deeds of record in Book 329, Page 616, and Book 4870, Page 420, said Register's Office; thence,

4) With an old fence line along Goodrich's south line and the south line of the Horace B. Goodrich property described in the deed of record in Book 4235, Page 372, said Register's Office, S 82° 22' 31" E, a distance of 670.18' to an iron pin; thence,

5) With Goodrich's east line along an old fence, N 06° 33' 10" E, a distance of 621.88' to an iron pin at the southwest corner of the property conveyed to Battle Ground Academy by deed of record in Book 4563, Page 358, said Register's Office; thence,

6) With the south line of the Battle Ground Academy property, S 81° 20' 39" E, a distance of 604.00' to an iron pin; thence,

7) With the east line of the Battle Ground Academy property, N 18° 21' 48" W, a distance of 547.00' to an iron pin; thence,

8) Continuing with Battle Ground Academy's east property line, N 20° 08' 00" E, a distance of 293.32' to a nail in Old Due West Avenue at the northeast corner of the Battle Ground Academy property; thence,

9) With the center of Old Due West Avenue, eastwardly with a curve to the right having a radius of 120.22' and a central angle of 05° 51' 45" (chord bearing and distance of S 72° 47' 29" E, 12.30'), a distance of 12.30' to a nail; thence,

10) With the center of Old Due West Avenue, S 69° 52' 00" E, a distance of 226.00' to a nail at the beginning of a curve; thence,

11) Continuing with the center of Old Due West Avenue, with a curve to the right having a radius of 273.66' and a central angle of 24° 44' 00" (chord bearing and distance of S 57° 30' 00" E, 117.22'), a distance of 118.13' to a nail; thence,

12) Continuing with the centerline of Old Due West Avenue, S 45° 08' 00" E, a distance of 37.00' to a nail at the beginning of a curve; thence,

13) Continuing with the center of Old Due West Avenue, with a curve to the left having a radius of 404.83' and a central angle of 13° 07' 01" (chord bearing and distance of S 51° 41' 30" E, 92.47'), a distance of 92.68' to a nail at the northwest corner of the Metropolitan Government Landfill Property described in the deed of record in Book 3702, Page 609, said Register's Office; thence,

14) With the west line of the Landfill Property along an old fence line, S 06° 49' 07" W, a distance of 1231.96' to an iron pin; thence,

15) With the south line of the Landfill Property, S 81° 26' 49" E, a distance of 564.31' to an iron pin on the westerly right-of-way of Interstate Highway I-65; thence,

16) With the right-of-way of I-65, S 45° 24' 32" W, a distance of 506.91' to a concrete highway monument; thence,

17) N 44° 47' 24" W, a distance of 24.92' to a concrete highway monument; thence,

18) S 45° 24' 32" W, a distance of 699.17' to a concrete highway monument; thence,

19) S 75° 18' 24" W, a distance of 347.75' to a concrete highway monument; thence,

20) S 88° 48' 20" W, a distance of 335.98' to a concrete highway monument; thence,

21) S 59° 54' 47" W, a distance of 502.65' to a concrete highway monument; thence,

22) N 82° 07' 43" W, a distance of 449.94' to an iron pin; thence,

23) N 07° 49' 29" E, a distance of 249.54' to a concrete monument; thence,

24) N 82° 20' 29" W, a distance of 221.94' to an iron pin in concrete at the southeast corner of the Exxon Corporation property described in the deed of record in Book 3895, page 946, said Register's Office; thence,

25) With Exxon's east line, N 14° 17' 24" E, a distance of 200.00' to an iron pin; thence,

26) With Exxon Corporation's north line, N 82° 18' 17" W, a distance of 200.00' to the point of beginning, and containing 76.493 acres.

Being a part of the same property conveyed to Charles W. McDowell, Sr., et al., by installment deed from Ora Gardner Oakley, of record in Book 3646, page 105, said Register's Office; the said Charles W. McDowell, Sr. having acquired another interest in said property by limited warranty deed from Joyce McDowell Purcell of record in Book 6102, page 122, said Register's Office; the said Charles W. McDowell, Sr., Roscoe B. McDowell, Jr., R. David McDowell, R. Dennis McDowell, and Robert A. McDowell, Jr. having acquired an interest in said property by quitclaim deed, of record in Book 6987, page 164, said Register's Office, from First American Trust Company, N.A., and Charles R. Honeycutt, as Co-Trustees under a trust agreement created by Roscoe B. McDowell, Sr., dated April 30, 1984, as amended; the said R. David McDowell, R. Dennis McDowell, Robert A. McDowell, Jr., and First American Trust Company, N.A. as agent for Robert A. McDowell, Jr. and Robert F. Smith, the Co-Executors of the Estate of Robert A. McDowell, Sr., having acquired an interest in said property by special warranty deed from Curtiswood Investment Corp., a Tennessee corporation, of record in Book 7354, page 51, said Register's Office; and the said First American Trust Company, N.A. and Charles R. Honeycutt, Co-Trustees under said trust agreement created by Roscoe B. McDowell, Sr., having been devised an interest in said property by the Last Will and Testament of Roscoe B. McDowell, Sr. of record in Will Book 153, page 533, Office of the Probate Clerk of Davidson County, Tennessee.

This conveyance is expressly subject to the following:

1. A lien for 1987 real property taxes, which have been prorated and are assumed by the Grantee.

2. An easement of record in Book 4040, page 954, said Register's Office.

3. Such lack of availability of utilities (including water, sewer, gas, and electricity) as may exist.

4. Rights of others in the portion of the property which lies within the right-of-way of Old Due West Avenue.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the Grantee, its successors and assigns forever. And Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as set forth herein.

And Grantors do further covenant and bind themselves, their heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through, and under Grantors.

The warranties and covenants hereunder of First American Trust Company, N.A., as agent for Robert A. McDowell, Jr. and Robert F. Smith, the Co-Executors of the Estate of Robert A. McDowell, Sr., and of First American Trust Company, N.A. and Charles R. Honeycutt, as Co-Trustees under a Trust Agreement created by Roscoe B. McDowell, Sr. and dated April 30, 1984, as amended, are made in as full and ample a manner as they can and should do in such capacities, but no further or otherwise.

Elizabeth Ann McDowell, spouse of Charles W. McDowell, Sr., joins herein for the purpose of consenting to this conveyance and conveying any interest which she may have in said property.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the dates indicated in the acknowledgments below, to make this conveyance effective on the 18TH day of SEPTEMBER, 1987.

R. David McDowell

R. Dennis McDowell

Robert A. McDowell, Jr.

Charles W. McDowell, Sr.

Elizabeth Ann McDowell

Roscoe B. McDowell, Jr.

FIRST AMERICAN TRUST COMPANY, N.A., as Agent for Robert A. McDowell, Jr. and Robert F. Smith, the Co-Executors of the Estate of Robert A. McDowell, Sr.

By: _____
Senior Vice President

FIRST AMERICAN TRUST COMPANY N.A:, Co-Trustee under a Trust Agreement, created by Roscoe B. McDowell, Sr. and dated April 30, 1984, as amended

By: _____
Senior Vice President

CHARLES R. HONEYCUTT, Co-Trustee under a Trust Agreement, created by Roscoe B. McDowell, Sr. and dated April 30, 1984, as amended

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, R. David McDowell, 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 18th day of September, 1987.

William N. Berry Jr.
Notary Public

My Commission Expires:
September 9, 1989

STATE OF TENNESSEE)
COUNTY Of DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, R. Dennis McDowell, 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 18th day of September, 1987.

William N. Berry Jr.
Notary Public

My Commission Expires:
September 9, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Robert A. McDowell, 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 18th day of September, 1987.

William N. Berry Jr.
Notary Public

My Commission Expires:
September 9, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Charles W. McDowell, Sr., 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 18th day of September, 1987.

William H. Berry, Jr.
Notary Public

My Commission Expires:
September 9th, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Elizabeth Ann McDowell, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 18th day of September, 1987.

William H. Berry, Jr.
Notary Public

My Commission Expires:
September 9th, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Roscoe B. McDowell, 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 18th day of September, 1987.

William H. Berry, Jr.
Notary Public

My Commission Expires:
September 9th, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, William K. Bury, Jr., a Notary Public of the state and county aforesaid, personally appeared William A. Egnor, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President of FIRST AMERICAN TRUST COMPANY, N.A., both as Agent and as Co-Trustee, the within named bargainor, a national banking association, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the association by himself as such officer.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 18th day of September, 1987.

William K. Bury, Jr.
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
September 9, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Charles R. Honeycutt, 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 18th day of September, 1987.

William K. Bury, Jr.
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
September 9, 1989

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,568,170.50.

Affiant

Sworn to and subscribed before me, this 18th day of September, 1987.

William K. Bury, Jr.
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
September 9, 1989

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

RECEIVED OF _____

FOR _____

BOOK 7356 PAGE 164

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
		1,568,170.50 CONV.		

4390.96 CSTAX
.50 PRFEE
24.00 WDEED
CHECK 4415.46-
3942A09/18/87 PM .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6 6 3 9 0

IDENTIFICATION REFERENCE

SEP 19 12 53 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 17580