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SPECIAL WARRANTY DEED

FROM:	BELLE WOOD INVESTMENTS, a Tennessee general partnership, and ALEX S. PALMER, Grantor	This instrument was prepared by Bradley A. MacLean Farris, Warfield & Kanaday Seventeenth Floor Third National Bank Building Nashville, Tennessee 37219
TO:	THIRD NATIONAL BANK IN NASHVILLE, Grantee	

Address New Owner(s) as Follows:	Name and address of the person or entity responsible for the payment of real property taxes:	Map-Parcel Number
Third National Bank in Nashville 201 Fourth Avenue, N. Nashville, TN 37244	Same	93-6.1-99
		Field Book Number 5W-04060

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Million One Hundred Seven Thousand Dollars ($8,107,445.29). Four Hundred Forty-Five Dollars and 29/100

Clifford J. Harrison Jr.
Affiant

SUBSCRIBED AND SWORN TO before me, this the 22 day of Sept., 1987.

Linda Bruckert
Notary Public

My Commission Expires: 5-13-89

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, BELLE WOOD INVESTMENTS, a Tennessee general partnership composed of J. Michael Tomlin and Alex S. Palmer, and ALEX S. PALMER, Grantor, has bargained and sold, and by these presents does transfer and convey unto THIRD NATIONAL BANK IN NASHVILLE, a national banking association, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> A parcel of land being part of Lot No. 54 as shown on the Plan of the Original Town of Nashville, not of record, and described according to the property line survey J. C. Bradford Building dated May 16, 1984 by Barge, Waggoner, Sumner & Cannon as follows:

Beginning at the intersection of the southerly right of way of Church Street and the easterly right of way of Fourth Avenue, North; thence with the southerly right of way of Church Street, N 59° 34' 28" E 173.06 feet to a point in the westerly margin of Printers Alley; thence with the westerly margin of Printers Alley S 29° 50' 12" E 105.25 feet to a point in the northerly margin of Alley No. 17; thence with the northerly margin of said alley S 59° 39' 14" W 173.03 feet to a point in the easterly right of way of Fourth Avenue, North; thence with the easterly right of way of Fourth Avenue, North N 29° 51' 00" W 105.01 feet to the point of beginning and containing 18,192 square feet.

Being the same property conveyed to Belle Wood Investments, a Tennessee general partnership composed of J. Michael Tomlin and Alex S. Palmer by Deed from Third National Bank in Nashville, of record in Book 6294, page 298, Register's Office for Davidson County, Tennessee.

Together with all right, title and interest in and to said alley No. 17, the same being an alley lying immediately south of the above described tract, and having an irregular width, but shown on said survey as being 11.4 feet in width at Fourth Avenue, North and 10.7 feet in width at Printers Alley.

This is improved property, known as 170 Fourth Avenue, North, Nashville, Tennessee 37219.

Grantor also by these presents does transfer and convey unto Grantee all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature located in, on or under the real property described herein or used in connection with any operation of said real property.

This conveyance is expressly made subject to the following:

1. The lien for 1987 Metro real property taxes .

2. Deed of Trust executed by Belle Wood Investments, a partnership composed of J. Michael Tomlin and Alex S. Palmer to John B. Hardcastle, Trustee, of record in Book 6294, page 302, dated May 17, 1984, recorded May 17, 1984, said Register's Office, to secure payment to Nashville City Bank and Trust Company of indebtedness in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) and any other sums which may be and/or become payable under the terms thereof including, but not limited to principal, interest, and service fee. See instrument for complete terms and conditions as well as possible rights and options of

the mortgagee, including rights respecting assumption of the debts secured thereby.

3. Collateral Assignment of Rents and Leases executed by Belle Wood Investments, a partnership composed of J. Michael Tomlin and Alex S. Palmer, as Borrower, to Nashville City Bank and Trust Company, as Lender, of record in Book 6294, page 318, dated May 17, 1984, recorded May 17, 1984, said Register's Office.

4. Financing Statement filed under the Uniform Commercial Code executed by Belle Wood Investments, as Debtor, and Nashville City Bank and Trust Company, as Secured Party, of record in Book 6294, page 327, recorded May 17, 1984, said Register's Office.

5. Deed of Trust executed by Belle Wood Investments, a partnership composed of J. Michael Tomlin and Alex S. Palmer to John B. Hardcastle, Trustee, of record in Book 6294, page 360, dated May 17, 1984 recorded May 17, 1984 said Register's Office, to secure payment to Nashville City Bank and Trust Company of indebtedness in the original principal amount of Five Hundred Seventy Thousand and No/100 Dollars ($570,000.00) and any other sums which may be and/or become payable under the terms thereof including, but not limited to principal, interest, and service fee. See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debts secured thereby.

6. Settlement Agreement and Covenants by and between Alex S. Palmer and J. Michael Tomlin, d/b/a Belle Wood Investments, a Tennessee partnership and William S. Cochran and Robert J. Walker, d/b/a Ambrose Associates, a Tennessee partnership of record in Book 6594, page 256, dated June 25, 1985, recorded June 28, 1985, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land and other property described above, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land and property in fee simple and has a good right to convey it.

Except as to those matters set forth above to which this conveyance is expressly made subject, Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the said land and property to the said Grantee, its successors and assigns against the lawful

claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 20 day of August, 1987.

BELLE WOOD INVESTMENTS, a
Tennessee general partnership

By: _____
J. Michael Tomlin, Partner

By: _____
Alex S. Palmer, Partner

_____
ALEX S. PALMER, Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Linda Bruckert, a Notary Public of said County and State, personally appeared J. Michael Tomlin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Belle Wood Investments, the within named bargainor, a partnership, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office in Nashville, this 20 day of August, 1987.

Linda Bruckert
Notary Public

My Commission Expires: 5-13-89

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Linda Bruckert, a Notary Public of said County and State, personally appeared Alex S. Palmer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Belle Wood Investments, the within named bargainor, a partnership, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office in Nashville, this 20 day of August, 1987.

Linda Bruckert
Notary Public

My Commission Expires: 5-13-89

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Linda Bruckert, a Notary Public of said County and State, Alex S. Palmer, 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 20 day of August, 1987.

Linda Bruckert
Notary Public

My Commission Expires: 5-13-89

SEP 22 4 04 PM '87
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

67467

1142N/08-19-87

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 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
	CO	8,107,445.29		

2270[illegible].72 CSTAX
.50 PRFEE
15.00 MISC
CHECK2[illegible].72
5193A09/22/87 BAL .01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

67467

IDENTIFICATION REFERENCE

SEP 22 4 04 PM '87

[illegible] REGISTER
DAVIDSON COUNTY, TN

No. 18807