BOOK 7444 PAGE 63

[ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
[R. W. BOLSTER AND [ASSOCIATES, INC., A [TENNESSEE CORPORATION [2120 CRESTMORE ROAD [NASHVILLE, TN 37215	SAME	MAP 96 PARCEL 5a

[This instrument prepared by: David J. Waynick, Attorney
[120 Donelson Pike, Nashville, Tennessee 37214

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 (10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, P.E.P. Properties, a Tennessee General Partnership (the "Grantors") have bargained and sold, and by these presents do transfer and convey unto R. W. Bolster and Associates, Inc., a Tennessee Corporation (the "Grantees"), Grantees' successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"):

> This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

> This is unimproved property, known as Stewarts, Ferry Pike, Nashville, Tennessee 37214.

[STATE OF TENNESSEE)
[COUNTY OF DAVIDSON)
[The actual consideration or value, whichever is greater for this transfer is $550,000.00

Affiant

[Subscribed and sworn to before me this 5th day of January, 1988.

Notary Public
My commission Expires 12-15-90

DAVID J. WAYNICK NOTARY PUBLIC

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor has not made done, executed or suffered any act or thing whereby the above described premises or any part thereof now are or at any time hereafter shall or may be imperiled, charged or incumbered in any manner whatsoever.

And Grantor does further covenant and bind itself, its representatives and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns against all persons lawfully claiming the same from, through or under him.

This property is purchased "as is" and neither seller nor agent makes or implies any warranties as to the condition of the premises.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 5th day of January, 1988.

P.E.P. PROPERTIES BY JOHN A. PARKER, JR., GENERAL PARTNER

T.W. EDWARDS
GENERAL PARTNER

W. GLENN PLEASANT
GENERAL PARTNER

Prepared By: Anderson-Delk & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211
(615) 331-0809

EXHIBIT A BOOK 7444 PAGE 65

Being a 4.256 more or less acre tract of land lying in Davidson County, Tennessee, and being a portion of the P.E.P. Properties tract as of record in Book 6888, Page 146, Register's Office Davidson County, Tennessee, and being Phase Two of Lot One on the Plan of Stewartwood, Revised, as of record in Plat Book 6900, Page 369, Register's Office Davidson County, Tennessee, and being more particularly described as follows;

Beginning at a point on the Northerly margin of Stewart's Ferry Pike, said point being the most Southeasterly corner of Lot One on the afore-mentioned plan of Stewartwood, Revised, and the most Southwesterly corner of the Hickory Bend Methodist Church property as of record Book 3761, Page 200, Register's Office Davidson County, Tennessee; thence with the Northerly margin of Stewart's Ferry Pike North 80 degrees, 59 minutes, 05 seconds West a distance of 149.03 feet to a point; thence leaving the Northerly margin of Stewart' Ferry Pike and severing said Lot One the following calls;

North 4 degrees, 09 minutes, 51 seconds East a distance of 110.18 feet to a point; thence North 85 degrees, 50 minutes, 09 seconds West a distance of 66.53 feet to a point; thence North 04 degrees, 09 minutes, 51 seconds East a distance of 52.00 feet to a point; thence North 85 degrees, 50 minutes, 09 seconds West a distance of 64.00 feet to a point; thence North 62 degrees, 47 minutes, 38 seconds West a distance of 148.08 feet to a point on the Easterly line of Lot 2 on the afore-mentioned plan of Stewart wood, revised; thence with the common line of the herein described tract and said Lot 2 and with the approximate centerline of McCrory Creek North 27 degrees, 54 minutes, 30 seconds East a distance of 189.32 feet to a point; thence continuing North 39 degrees, 25 minutes, 15 seconds East a distance of 172.22 feet to a point; thence continuing North 42

EXHIBIT A - CONTINUED

degrees, 57 minutes, 05 seconds East a distance of 180.52 feet to a point; thence continuing North 54 degrees, 05 minutes, 54 seconds East a distance of 61.53 feet to a point; thence continuing North 71 degrees, 57 minutes, 17 seconds East a distance of 85.82 feet to a point in the Westerly line of the Hickory Bend Methodist Church property as of record in Book 4091, Page 946, and Book 3761, Page 200, Register's Office Davidson Count, Tennessee; thence with the Westerly line of said Hickory Bend Methodist Church property South 04 degrees, 09 minutes, 51 seconds West a distance of 757.42 feet to the point of beginning, containing 4.256 acres, more or less.

Being part of the same property conveyed to P.E.P. Properties, a Tennessee General Partnership, by Warranty Deed from John A. Thweatt, Trustee, of record in Book 6888, Page 146, Register's Office for Davidson County, Tennessee

EXHIBIT B

1. 1987 real property taxes, which have been prorated and assumed by the Grantee;

2. Owner's certificate, 30-foot sewer easement, TVA right-of-way easements, notes and other matters shown on the Plan aforesaid, of record in Plat Book 6900, Page 369, Register's Office for Davidson County, Tennessee;

3. Transmission line easement 150 feet in width granted by Bert Bacherig and wife, Ethel Bacherig, to the United States of America, of record in Book 1303, Page 30, said Register's Office;

4. Agreement for dedication of easement for sanitary sewers and/or storm drainage granted by Bert Bacherig to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4772, Page 720, said Register's Office;

5. Agreement between John A. Thweatt, Trustee, and Hickory Bend Methodist Church, of record in Book 6813, Page 244, said Register's Office, with respect to ingress-egress easements, a covenant running with the land;

6. The rights of upper and lower riparian owners to the free and unobstructed flow of the water of McCrory Creek without diminution or pollution and the consequence of any past or future change in the location of McCrory Creek.

7. Grantor expressly reserves for itself, its successors and assigns, a twenty (20) foot wide easement for the construction and maintenance of a sanitary sewer, which easement extends 10 feet in either direction from, being parallel with and adjacent to the following described centerline;

Starting at a point, said point being the most Northwesterly corner of the John P. Thweat, Trustee property, as of record in Book 7050, Page 170, said point being also in the Easterly line of the afore-mentioned Lot 1, Stewartwood revised, thence with the common line of said John P. Thweat, , Trustee property and said Lot 1 South 04 degrees, 09 minutes, 51 seconds West a distance of 30.00 feet to the point of beginning, the Easterly terminus of the herein described easement; thence North 51 degrees, 38 minutes, 10 seconds West a distance of 87.0 feet, more or less, to the point of intersection with an existing sanitary sewer easement, which is of record in Book 4772, Page 720, Register's Office Davidson County, Tennessee; said point of intersection constitutes the Westerly terminus of the herein described easement. A diagram of which is attached hereto.

8. Agreement between P.E.P. Properties and R.W. Bolster & Associates, ~~Properties~~ Inc., a Tennessee Corporation, of record in Book _____, Page _____, said Register's Office, with respect to reciprocal easements, a covenant running with the land;

9. A restrictive covenant running with the land that gasoline shall not be sold and no gas station operations shall be permitted or operated on the property described in Exhibit A.

10. A restrictive covenant running with the land described in Exhibit A that no beer shall be sold for off-premise consumption.

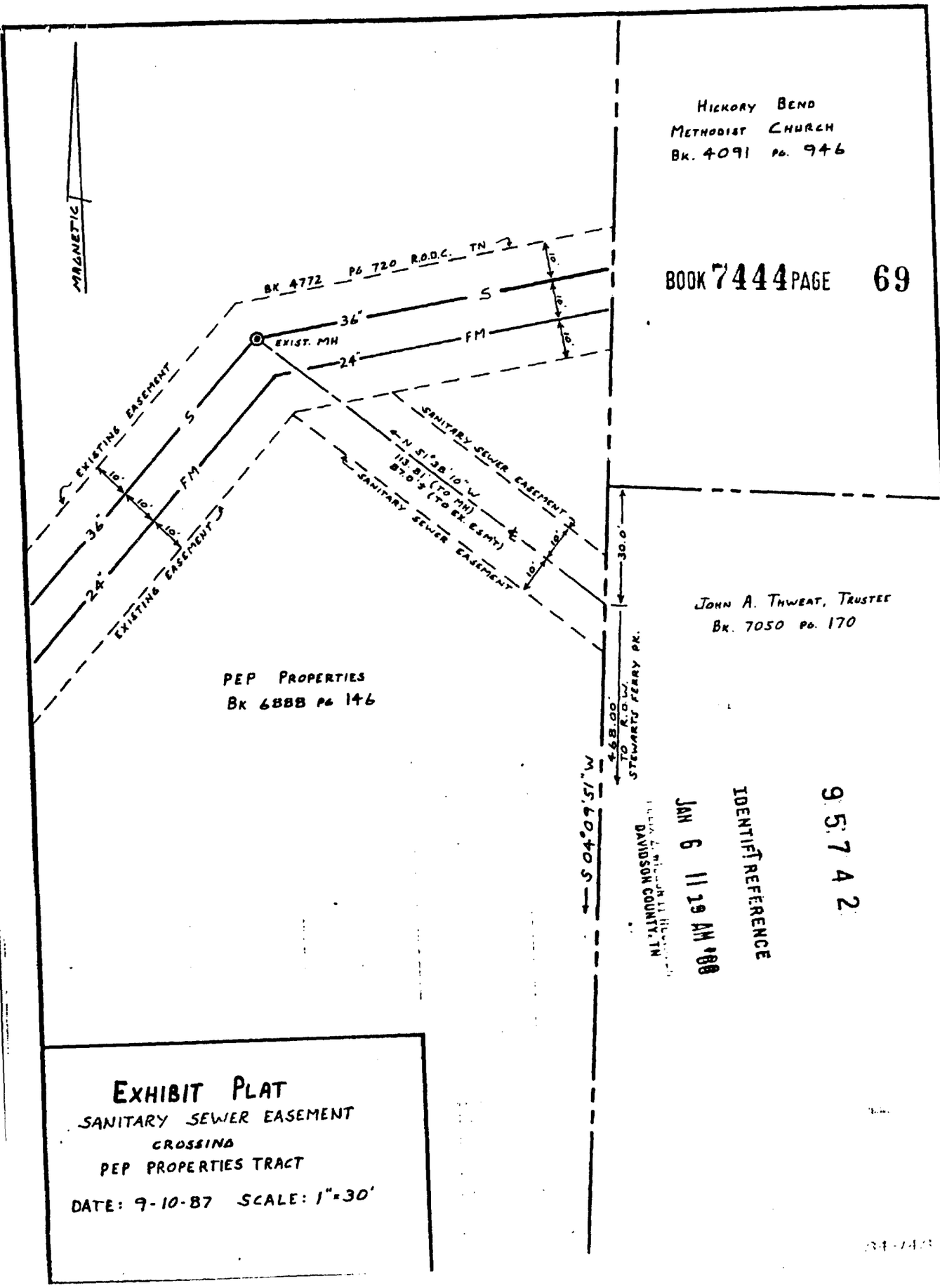


EXHIBIT PLAT

SANITARY SEWER EASEMENT

CROSSING

PEP PROPERTIES TRACT

DATE: 9-10-87 SCALE: 1"=30'

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared John A. Parker, 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 a partner of P.E.P. Properties, the within named bargainor, a Tennessee General Partnership, and that as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, this 5th day of January, 1988.

_____
Notary Public
My Commission Expires 12-15-90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared T.W. Edwards, 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 P.E.P. Properties, the within named bargainor, a Tennessee General Partnership, and that as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, this 5th day of January, 1988.

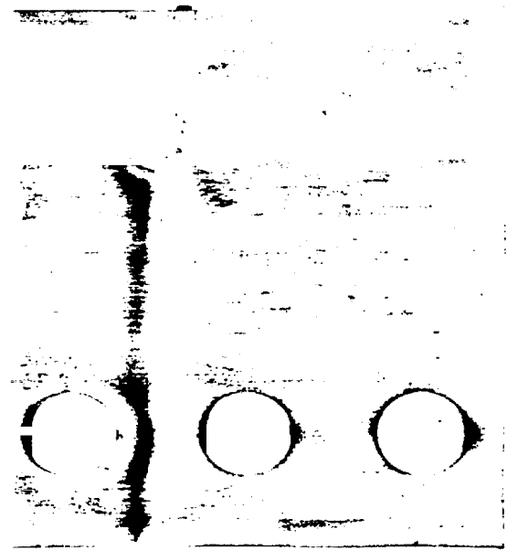
_____
Notary Public
My Commission Expires: 12-15-90

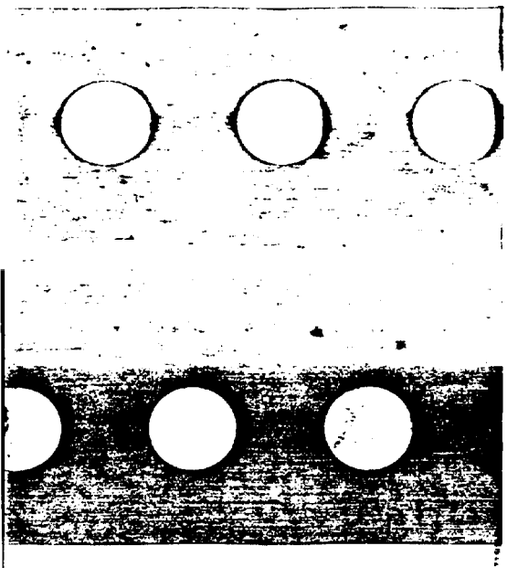
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the state and county aforesaid, personally appeared W. Glenn Pleasant, 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 P.E.P. Properties, the within named bargainor, a Tennessee General Partnership, and that as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal, this 5th day of January, 1988.

_____
Notary Public
My Commission Expires: 12-15-90





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7444 PAGE 71

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
				CAPT
				550000.00
				CON TX 1540.00
				PRFEE 0.50
				WDEED 24.00
				TOTAL 1564.50
				CHECK 1564.50
01/06/88	01			11:23 0001 60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9.5.7.4.2.

IDENTIFICATION REFERENCE

JAN 6 11 19 AM '88

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 51070