Bot 4

BOOK 7439 PAGE 1

JJF330:12/30/87
EPH011-045

RE-RECORD BOOK 7474 PAGE 716
~~Bot 6, JJF~~

FROM: 21st Plaza Associates, a Tennessee general partnership

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

TO: 21st Plaza Partners, a Tennessee general partnership

9135 02/23 0101 03CHECK 9.00

Address New Owner:	Send Tax Bills To:	Map-Parcel No.
21st Plaza Partners 121 21st Avenue, North Nashville, Tennessee 37203	[same]	Map 92-16 Parcel 4

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,650,000.

Affiant

Subscribed and sworn to before me, this the 30th day of December, 1987.

Notary Public

My Comm. Expires: 5-8-91

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, 21st Plaza Associates, a Tennessee general partnership, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto 21st Plaza Partners, a Tennessee general partnership, hereinafter called the GRANTEE, its successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

A tract of land in the First Civil District metropolitan Nashville, Tennessee, being a part of Lot 156 on the Plan of Boyd Home Trust, as of record in Book 21, Page 39, said Register's Office, and more particularly described as follows:

Beginning at an iron pin set at the intersection of the westerly right-of-way line of 21st Avenue North and the northerly right-of-way line of Hayes Street; thence,

1. With the northerly right-of-way line of Hayes Street, S 60 43' 03" W, 150.25 feet to an existing iron pin, southeasterly corner of Vanderbilt-Washington, Limited. Property as of record in Deed Book 6439, Page 639, R.O.D.C., Tennessee; thence,

2. With the easterly line of Vanderbilt-Washington Limited, N 29 21' 26" W,

THIS instrument is being re-recorded for the sole purpose of correcting the name of the GRANTOR on the signature line on Page No. 3 herein to 21st Plaza Associates.

12/30 0101 03CHECK 4629.50

180.10 feet to an existing iron pin on the southerly right-of-way line of Alley No. 379; thence,

3. With the southerly right-of-way line of Alley No. 379, N 60 45'22" E, 150.33 feet to an iron pin set on the westerly right-of-way line of 21st Avenue North; thence,

4. With the westerly right-of-way line of 21st Avenue North S 29 20' 00" E, 180.00 feet to the point of begining and containing 27,060 square feet or 0.621 acres.

The above described real estate is the same property conveyed to Grantor from Joe M. Rodgers, d/b/a J.M.R. Investments by deed of record in Book 6765, page 263, Register's Office of said County and is conveyed subject to such limitations, restrictions, and encumbrances as may affect said property including the following matters:

1. Deed of Trust, Security Agreement and Assignment of Rents, executed by 21st Plaza Associates, a Tennessee Joint Venture composed of J. Gregory Hale, J. Brent Hurd, William F. Kuckler, James Koss, and Joyce Koss, to E. Warner Bass, Trustee, of record in Book 6765, page 267, Register's Office for Davidson County, Tennessee, dated January 15, 1986, to secure indebtedness to Joe M. Rodgers, D/B/A J.M.R. Investments, in the original principal amount of $1,150,000.00, payable as set forth therein.

2. Encroachment of the roof serving the main building on the Property as it overhangs into the right-of-way of 21st Avenue.

3. Covenant and Agreement of record in Book 3640, Page 547, said Register's Office, between Medical Properties, Ltd. and Nashville and Davidson County, to build a two-hour fire resistant wall on west boundary of the Property in the event that a building is erected upon the adjacent property to west within six feet of said west boundary line.

4. 1987 ad valorem taxes, which have been prorated and assumed by Grantee.

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its heirs, successors and assigns, forever.

GRANTOR further covenants and binds itself, its heirs, representatives, and successors to warrant specially and forever defend the title to said real estate to GRANTEE, its heirs, successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims of persons claiming through or under GRANTOR arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

book 7439 PAGE 3
RE-RECORD BOOK 7474 PAGE 718

IN WITNESS WHEREOF, GRANTOR has executed this Special Warranty Deed on the 30th day of December, 1987.

21st PLAZA ASSOCIATES, a Tennessee general partnership

By: J Brent Hurd, General Partner
J. Brent Hurd, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John J. Fletcher, Notary Public in and for said county and state, J Brent Hurd, a general partner of 21st Plaza Associates, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the general partner of 21st Plaza Associates, a general partnership and the maker, being authorized by the maker to execute this instrument on its behalf.

Witness my hand and seal, at office in Nashville, Tennessee, this the 30th day of December, 1987.

John J Fletcher
NOTARY PUBLIC

My Commission Expires: 5-8-91

RE-RECORD
06858.

IDENTIFICATION REFERENCE

FEB 23 11 17 AM '88

DAVIDSON COUNTY, TN

9437.9

IDENTIFICATION REFERENCE

DEC 30 3 39 PM '87

DAVIDSON COUNTY, TN