This instrument prepared by
or under the direction of:

William C. Basney
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47057-015-999-GK
PS\378239J1.BWP

BOOK 7698 PAGE 174

NEW OWNER
FRANKLIN INDUSTRIES INC.
612 North 10th Street
Nashville, TN 37203

SEND TAX BILLS
SAME

THIS DEED, made this 20th day of September, 1988, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and FRANKLIN INDUSTRIES, INC., whose mailing address is 612 North 10th Street, Nashville, Tennessee 37203, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of EIGHTEEN THOUSAND DOLLARS ($18,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.43 of an acre, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

TO HAVE AND TO HOLD the said Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, in fee simple forever.

8.3392

INTEGRITY ABSTRACE
NOV 7 2 11 PM '88
KEVIN WILSON REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $18,000.00

Affiant

Subscribed and sworn to before me, this the 7th Day of November, 1988

My commission expires:

Notary Public

LYNDA PRITCHETT
NOTARY PUBLIC
STATE AT LARGE
STATE OF TENNESSEE

My Commission Expires July 10, 1990

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the westwardly line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad right-of-way. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining right-of-way.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage in such a manner as to not impair existing railroad right-of-way drainage nor redirect or increase the quantity or velocity of any surface water runoff or streams into said drainage or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other lands and facilities of Grantor.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

SUBJECT to reservations, exceptions and restrictions of record, all existing public utilities, all encroachments, existing ways and servitudes, howsoever created, determinable by a proper survey or by an inspection of the Premises, Grantor hereby WARRANTS that the Premises are free from encumbrances, that it is seized of said Premises in fee, and that it will forever defend all and singular said Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof, by, through or under Grantor.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee(s).

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK, (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Robert H Tekeyst

Nancy E. Galvanzetti

Signed, sealed and delivered
in the presence of:

Nora Infusaro

Patricia Sterner

CSX TRANSPORTATION, INC.:

By J. L. Kiesler
J. L. Kiesler
Vice President-Property Services
CSX Rail Transport

Attest David M. Yeamans (SEAL)
Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid:

By Cynthia Chaney
ASSISTANT VICE PRESIDENT

Attest B Ewing
ASSISTANT SECRETARY

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Kathryn R. Casey, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Vice President-Property Services, CSX Rail Transport, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 20th day of September, 1988.

Kathryn R. Casey (SEAL)
Notary Public

My commission expires on:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1990
Bonded thru Patterson - Bruit Agency

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, CYNTHIA CHANEY and WILLIAM EISING with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by CYNTHIA CHANEY, as its Assistant Vice President and attesting the same by WILLIAM EISING, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 22nd day of September, 1988.

Robert E. Patterson III (SEAL)
Notary Public

My commission expires on
ROBERT EARLY PATTERSON, III
NOTARY PUBLIC, State of New York
No. 4784543
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires October 31, 1989

2441-L/07 01 R/3 CHECK 74-90

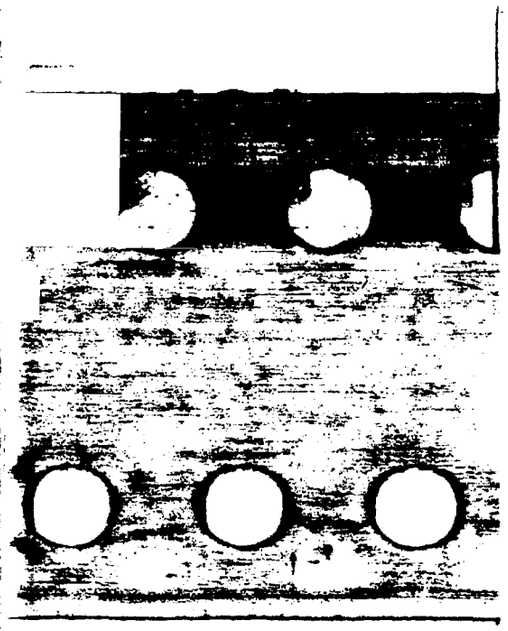
EXHIBIT A

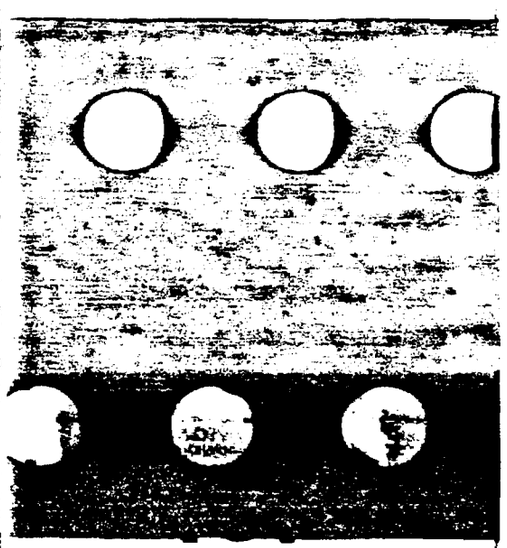
Description of property at: Nashville, Tennessee
To: Franklin Industries, Inc.
Deed File No.: 47057-015-999-GK

Land lying in Davidson County, Tennessee, formerly being part of Lots 10, 11, 12, 13 and 14 as shown on the map of Cannon Subdivision, as of record in Plan Book 1, Page 53, Chancery Court for Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at an iron rod in the northerly margin of Gay Street and lying perpendicular and 50 feet easterly from the centerline of CSX Railroad Track No. 1, said margin of Gay Street intersecting the main track at Valuation Station 15+3318; thence running parallel and 50 feet from the centerline of said track N 35°21'32" W 132.59 feet to an iron rod; thence with a curve to the left with a central angle of 05°27'00", a radius of 1248.17 feet, an arc length of 118.73 feet, in a chord of N 38°05'02" W 118.68 feet to an "X" marked in a concrete wing wall in the southerly margin of Jo Johnston Avenue; thence with said avenue N 62°10'00" E 93.84 feet to an iron rod in the westerly margin of 10th Avenue North; thence with said avenue S 29°04'00" E 248.00 feet to an iron rod in the northerly margin of Gay Street; thence with said street S 61°53'30" W 60.69 feet to the POINT OF BEGINNING, containing 0.43 acres, more or less.

BEING all or part of the same property acquired by Nashville, Chattanooga and St. Louis Railway, a predecessor of Grantor, from C. W. Grant, by deed dated December 6, 1912, recorded in Deed Book 435, Page 343; J. R. Sneed, deed dated March 2, 1892, Deed Book 164, Page 411 and Tennesse Property Co., deed dated January 4, 1916, Deed Book 482, Page 168, Public Land Records of Davidson County, Tennessee.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7698 PAGE 179

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

CAMT	18000.00
CON TX	59.40
PRFEE	0.50
MTEED	15.00
TOTAL	74.90
CHECK	74.90

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/07/88 01 14:11 0001 5244

8 3 3 9 2

IDENTIFICATION REFERENCE

NOV 7 2 11 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 151836