BOOK 7733 PAGE 203

File 31 D.W.

WARRANTY DEED

FROM: NAMELOC TRUST

TO: COLEMAN PARTNERS,
A Tennessee Joint Venture

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr., Esquire
Baker Worthington Crossley Stansberry & Woolf
511 Union Street, Suite 1700
Nashville, Tennessee 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
		117-15-151
Coleman Partners		117-15-2
(NAME)	(NAME)	
3030 Sidco Drive		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tn 37204		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $4,000,000.

Affiant

Subscribed and sworn to before me this the 16th day of December, 1988.

My commission expires: 10-9-91

(Affix seal) Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable considerations, cash in hand paid by COLEMAN PARTNERS, a Tennessee joint venture, (the "Grantee" herein), the receipt whereof is hereby acknowledged, the undersigned Grantor, NAMELOC TRUST, ("Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantee, COLEMAN PARTNERS, its successors and assigns, certain real estate in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto.

THIS CONVEYANCE IS SUBJECT TO:

1. 1988 City of Nashville and Davidson County taxes which Grantor has agreed to pay.

2. Deed of Trust, Assignment of Leases and Security Agreement dated September 30, 1986, executed by Nameloc to John B. Hardcastle, Trustee, to secure a $3,570,000 Promissory Note of even date therewith from Nameloc to Nashville City Bank and Trust Co. of record in Book 6996, Page 864, Register's Office for Davidson County, Tennessee, and a $300,000 Promissory Note dated July 1, 1987, made by Nameloc Trust payable to the order of Dominion Bank of Middle Tennessee, as amended, by Modification Agreement and Amendment to Deed of Trust dated January 19, 1988, of record in Book 7459, Page 427, said Register's Office, all of which Grantee assumes and agrees to pay and Grantee further agrees to perform all of the covenants and agreements and contained in the said instruments.

3. Rents which Grantee and Grantor agree to prorate outside the closing.

4. Lease Agreement dated June 3, 1986, by and between Glen Echo Partners, a Tennessee general partnership comprised of Stephen H. Horrell, John Wilson Horrell and C. LeRoy Norton, Jr., as Lessor, and Tim Schwendimann, as Lessee, whereby Lessor did lease to Lessee and Lessee did lease from Lessor the retail automobile service station premises located at 3730 Hillsboro Road, Nashville, Davidson County, Tennessee.

5. Lease Agreement dated February 1, 1988, by and between Nameloc Trust and Comdata Network, Inc., a Maryland corporation, whereby Landlord did lease to Tenant and Tenant did lease from Landlord certain premises more particularly described on Exhibit "A" to the said Lease to be used by Tenant for the sole purpose of operating a company/daycare playground and/or parking lot for use only by Tenant's employees.

6. Cross-Easement Agreement and Grant of Right of First Refusal dated February 12, 1987, by and between Stephen H. Horrell and John Wilson Horrell, Co-Trustees, and Nameloc Partners, and Fidelity Federal Savings & Loan Association of record in Book 7151, Page 94, said Register's Office.

7. Grantee assumes and agrees to be bound by all the terms and conditions contained in the said Lease Agreements, Cross-Easement Agreement and Real Estate Agreement more particularly described above, and Grantee agrees that it shall be responsible for all of Grantor's obligations under the above-itemized documents accruing from the date hereof.

8. All limitations, restrictions and encumbrances as may affect the property.

9. Matters of record and as shown on survey.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said COLEMAN PARTNERS, its successors and assigns, forever.

NAMELOC PARTNERS joins herein for the express purpose of granting unto Stephen H. Horrell and John Wilson Horrell, Co-Trustees of Nameloc, the authority: (1) to negotiate, execute and deliver any and all documents related to NAMELOC TRUST and/or NAMELOC PARTNERS sale to COLEMAN PARTNERS, including but not limited to the execution of this Warranty Deed; and (2) to negotiate, execute and deliver any and all loan closing documentation for the $4,000,000 Dominion Bank loan to COLEMAN PARTNERS.

And Grantors do covenant with the said Grantee, that they are lawfully seized and possessed of said real estate in fee simple; have a good right to convey it, and the same is unencumbered except as set out herein.

And Grantors do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said real estate to the said COLEMAN PARTNERS, its successors and assigns, against the lawful claims of all persons whomsoever.

Grantee has made an inspection of the physical condition of the buildings and improvements on the property and takes the same on an as is, where is basis, without representation or warranty, express or implied, from Grantor.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

DATED as of this the 16th day of December, 1988.

NAMELOC TRUST

BY: _____
Stephen H. Horrell, Co-Trustee

BY: _____
John Wilson Horrell, Co-Trustee

BY: _____ A-I-F
Stephen H. Horrell, his attorney-in-fact

NAMELOC PARTNERS, A Tennessee General
Partnership Comprised Of:

HORRELL INVESTMENTS, A Tennessee General
Partnership Comprised Of:

BY: _____
Stephen H. Horrell

BY: _____
John Wilson Horrell

BY: _____
~~Stephen H. Horrell, his attorney-in-fact~~

F, J & S PARTNERSHIP, A Tennessee General
Partnership Comprised Of:

BY: _____
Fred T. Horrell

BY: _____
~~Stephen H. Horrell, his attorney-in-fact~~

BY: _____
John Wilson Horrell

BY: _____
~~Stephen H. Horrell, his attorney-in-fact~~

BY: _____
Stephen H. Horrell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell, Co-Trustee of NAMELOC TRUST, (the "maker"), 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 a Co-Trustee of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell, attorney-in-fact for John Wilson Horrell, Co-Trustee of NAMELOC TRUST, (the "maker"), 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 attorney-in-fact of the said Co-Trustee of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the said Co-Trustee of the maker, to execute this instrument on behalf of the said Co-Trustee of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell, General Partner of HORRELL INVESTMENTS, (the "maker"), 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 a General Partner of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell, attorney-in-fact for John Wilson Horrell, General Partner of HORRELL INVESTMENTS, (the "maker"), 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 attorney-in-fact of the said General Partner of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the said General Partner of the maker, to execute this instrument on behalf of the said General Partner of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John Wilson Horrell, Co-Trustee of NAMELOC TRUST, (the "maker"), 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 a Co-Trustee of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, John Wilson Horrell, General Partner of HORRELL INVESTMENTS, (the "maker"), 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 a General Partner of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell, attorney-in-fact for Fred T. Horrell, General Partner of F, J & S PARTNERSHIP, (the "maker"), 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 attorney-in-fact of the said General Partner of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the said General Partner of the maker, to execute this instrument on behalf of the said General Partners of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Stephen H. Horrell and John Wilson Horrell, General Partners of F, J & S PARTNERSHIP, (the "maker"), with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are General Partners of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 1988.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-9-91.

A. JOHNSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

"EXHIBIT A"

TRACT 1:

Land in Davidson County, Tennessee, being the southwesterly part of Lot 3 on the Plan of Glen Echo Subdivision of the Noel Property, not of record, described according to a survey made thereof February 5, 1965, by James A. Hamilton, Jr., Engineer, as follows:

Beginning at an iron pin at the intersection of the easterly margin of Hillsboro Road and the northerly margin of Glen Echo Road;

Thence with the southeasterly margin of Hillsboro Road, North 22 deg. 23' 13.3" East 146.8 feet to the beginning of a curve of radius 1,472.4 feet, and continuing with said margin and around said curve to the left a distance of 3.2 feet to an iron pin;

Thence parallel to said Glen Echo Road, South 77 deg. 21' 26.7" East 150.05 feet to an iron pin;

Thence parallel to the tangent of Hillsboro Road, South 22 deg. 23' 13.3" West 150.0 feet to the northerly margin of said Glen Echo Road;

Thence with said margin, North 77 deg. 21' 26.7" West 150.0 feet to the point of beginning.

INCLUDED in the above described property but specifically EXCLUDED therefrom is the following described property vested in the State of Tennessee by Consent Decree, of record in Book 4897, page 427, Register's Office for Davidson County, Tennessee:

Land in Davidson County, Tennessee, beginning at a point in the interesection of the North margin of Glen Echo Road and the East margin of State Route 106 (Hillsboro Pike);

Thence along the said East margin, North 22 deg. 17' East 18.09 feet to a point;

Thence southeastwardly along a curve to the left having a radius of 26 feet, a distance of 32.54 feet to a point, in the North margin of Glen Echo Road;

Thence along the said North margin, North 77 deg. 13' West 26.67 feet to the point of beginning and containing 145 square feet.

"EXHIBIT A"

County, Tennessee.

TRACT 2:

Land in Davidson County, Tennessee, being parts of Lot Nos. 2 and 3 on the Map of Glen Echo Subdivision of the Noel Property, not of record, described partly according to a survey made by George W. Walkins, Surveyor, dated September 30, 1953, as follows:

Beginning at a point on the easterly margin of Hillsboro Road, 150 feet northerly from the northeast corner of said Hillsboro Road and Glen Echo Drive; thence with said Road, northwardly 222.75 feet to an iron pin, at the southwest corner of the property conveyed to Laurine Wallace Vail by deed from J. W. McMillen, of record in Book 2984, page 86, Register's Office for Davidson County, Tennessee; thence with her southerly line, South 88 deg. 15' East 285 feet to an iron pin, the northwest corner of the property conveyed to the Edwin A. Keeble Corporation by deed from Edwin A. Keeble, of record in Book 2149, page 365, Register's Office for Davidson County, Tennessee; thence with the westerly line of said property, South 22 deg. 45' West 429.5 feet to an iron pin, in the northerly margin of Glen Echo Drive; thence with said Drive, westwardly 100.5 feet to a point, 150 feet from the northeast corner of said Hillsboro Road and Glen Echo Drive; thence northwardly 150 feet; thence westwardly 150 feet to the beginning.

Being the same property conveyed to Stephen H. Horrell and John Wilson Horrell, Co-Trustees, by Quitclaim Deed from NAMELOC, a Tennessee General Partnership comprised of Allied Partners, a Tennessee General Partnership comprised of Stephen H. Horrell, John Wilson Horrell, and Stephen O. Hewlett, and FJ&S Partnership, a Tennessee General Partnership comprised of Fred T. Horrell, John Wilson Horrell and Stephen H. Horrell, Ronald Bargatze, and Thomas Sterritt, Jr., of record in Book 7098, page 388 and re-recorded in Book 7282, page 980, Register's Office for Davidson County, Tennessee.

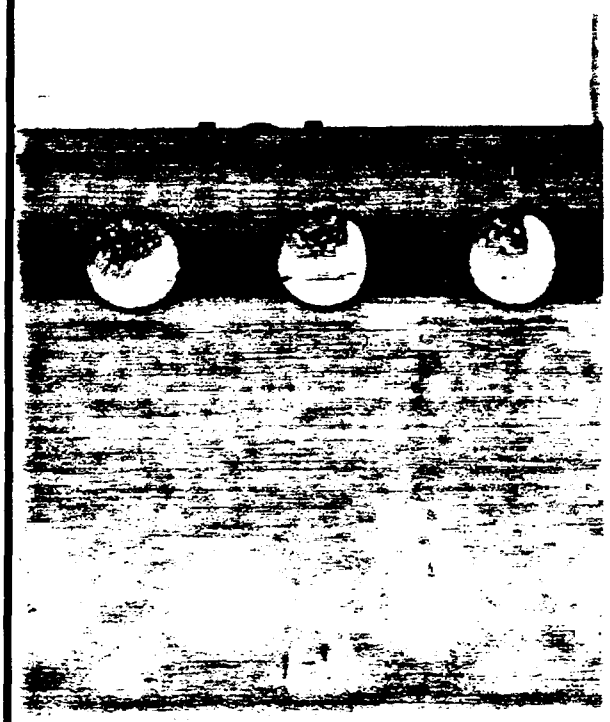
9891 12/21 0101 03CHECK 13224.50

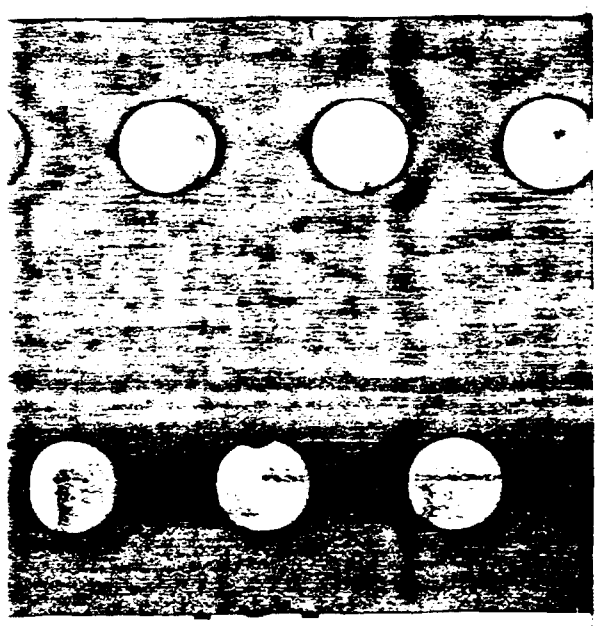
Dec 21 11 35 AM '88

FILED & WILSON IT REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

95571





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

RECEIVED OF _____

FOR _____

BOOK 7733 PAGE 211

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT 4000000.00 CON TX 13200.00 PRFEE 0.50 WDEED 24.00 TOTAL 13224.50 CHECK 13224.50	
12/21/88	01		11:35 0001 9891	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9.5'5.7 I:

IDENTIFICATION REFERENCE

Dec 21 11 35 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 166042