FROM:
Top of the Hill Joint Venture
a Tennessee Joint Venture

TO:
William Nelson III and his wife,
Jacqueline S. Nelson

This instrument prepared by
JOE VAULX CROCKETT III, ESQ.,
219 Second Avenue North
Nashville, TN 37201

Address New Owner:	Send Tax Bills To:	Map/Parcel No.
William Nelson III, et ux 5045 Hillsboro Road Nashville, TN 37215	Same	131-5;25

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is ~~greater~~, for this transfer is $375,000.

Affiant

Subscribed and sworn to before me, this the 21st day of February, 1989.

Notary Public

My Commission Expires: 11-10-91

GENERAL 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 and sufficiency of which are hereby acknowledged, TOP OF THE HILL JOINT VENTURE, a Tennessee joint venture and general partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto WILLIAM NELSON III and wife, JACQUELINE S. NELSON, hereinafter called "GRANTEE", its successors, heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth on Exhibit A.

This is improved property located at: 5045 Hillsboro Road, Nashville, Tennessee 37215.

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, its successors, heirs, and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns, and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs, successors and assigns, against the lawful claims of all persons whomsoever. 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.

WITNESS its hand this 21st day of February, 1989.

TOP OF THE HILL JOINT VENTURE

By: Joint Venturer

10584

FEB 22 10 12 AM '89

RUSH

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, Joy WEBB, a Notary Public in and for the County and State aforesaid, personally appeared Harry M. Rowland, 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 venturer of Top of the Hill Joint Venture, the within named bargainor, a joint venture and general partnership, and that he as such venturer, being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the joint venture by himself as venturer.

Witness my hand and seal, at office in Nashville, Tennessee, this the 21st day of February, 1989.

Joy Webb
Notary Public

My commission expires:

11-10-91

Property in Nashville, Davidson County, Tennessee, described pursuant to a survey of Ragan, Smith, Murphy & Associates, Inc., dated January 31, 1989, last revised February 9, 1989, Job No. 86-090, as follows:

TRACT 1

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, more particularly described as follows:

Commencing at an existing iron pin on the westerly right-of-way line of Hillsboro Pike, the southeast corner of Jefferson Square Townhouse, Section One as recorded in Plat Book 4675, page 12, and the northeast corner of the One Lot Subdivision of Clark Gower Property as recorded in Plat Book 5050, page 30, R.O.D.C., Tennessee; thence,

N 64° 04′ 50" W 413.36 feet to a point; thence,
S 48° 11′12" W 88.49 feet to an existing iron pin, the true point of beginning; thence,
N 27° 24′ 48" W 144.70 feet to an existing iron pin; thence,
S 65° 50′ 16" W 69.82 feet to an existing iron pin; thence
N 42° 11′ 19" W 88.22 feet to an existing iron pin; thence,
N 11° 08′ 19" W 162.77 feet to an existing iron pin; thence
N 77° 10′ 43" E 133.62 feet to an existing iron pin; thence
N 75° 25′ 04" E 80.50 feet to an existing pin; thence,
S 69° 30′ 08" E 52.66 feet to an existing iron pin; thence,
S 47° 59′ 42" E 63.06 feet to an existing iron pin; thence,
S 29° 31′ 04" E 182.81 feet to an existing iron pin; thence,
S 48° 11′ 12" W 232.69 feet to the point of beginning and containing 87,001 square feet or 1.997 acres.

Being the same property conveyed to Top of the Hill Joint Venture by quit claim deed from Commerce Union Bank of record in Book 5869, page 903, said Register's Office.

TRACT 2:

An easement for ingress and egress across land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, being 12.5 feet left of and 62.5 feet right of a line more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Hillsboro Pike that is N 23 56′ 00" E 150.00 feet along said right-of-way line from the southeast corner of the One Lot Subdivision of Clark Gower Property as recorded in Plat Book 5050, page 30, R.O.D.C., Tennessee; thence,

With a line crossing the One Lot Subdivision of Clark Gower Property and converging to 12.5 feet on both sides of the line
N 66° 04" 00" W 125.00 feet; thence,
N 22° 20′ 00" W 108.00 feet; thence,
N 15° 00′ 00" E 115.00 feet; thence,
N 5° 50′ 00" W 55.00 feet; thence,
N 24° 55′ 54" W 70.00 feet; thence,
N 6° 26′ 51" W 73.50 feet; thence,
N 16° 00′ 00" W 76.00 feet; thence,
N 43° 00′ 00" W 50.46 feet to a point in the south boundary line of the property of Reese Smith, Jr., et al, as recorded in Deed Book 5869, page 903, R.O.D.C., Tennessee, the end of this easement that is N 48° 11′ 12" E 15.27 feet from the most southerly corner of Tract II.

Being a portion of the property described in that Easement Agreement of record in Book 6869, page 157, said Register's Office, said easement being amended by that Easement Agreement of record in Book 7776, page 899, said Register's Office.

EXHIBIT A

EXCEPTIONS TO TITLE

EXCEPTIONS AS TO TRACT 1:

1. 1989 Metropolitan Government Taxes

EXCEPTIONS AS TO TRACT 2:

1. 1989 Metropolitan Government taxes

2. Public utility easements of record in Book 5158, page 851, said Register's Office.

3. Deed of conveyance of sanitary sewer lines of record in Book 5271, page 430, said Register's Office.

4. All matters as shown on the plan of record in Book 5050, page 30, said Register's Office.

5. Terms, conditions, easements, rights and liens contained in the Master Deed, and the By-Laws appended thereto, of record in Book 6841, page 349, as amended by instrument of record in Book 6847, page 122, said Register's Office.

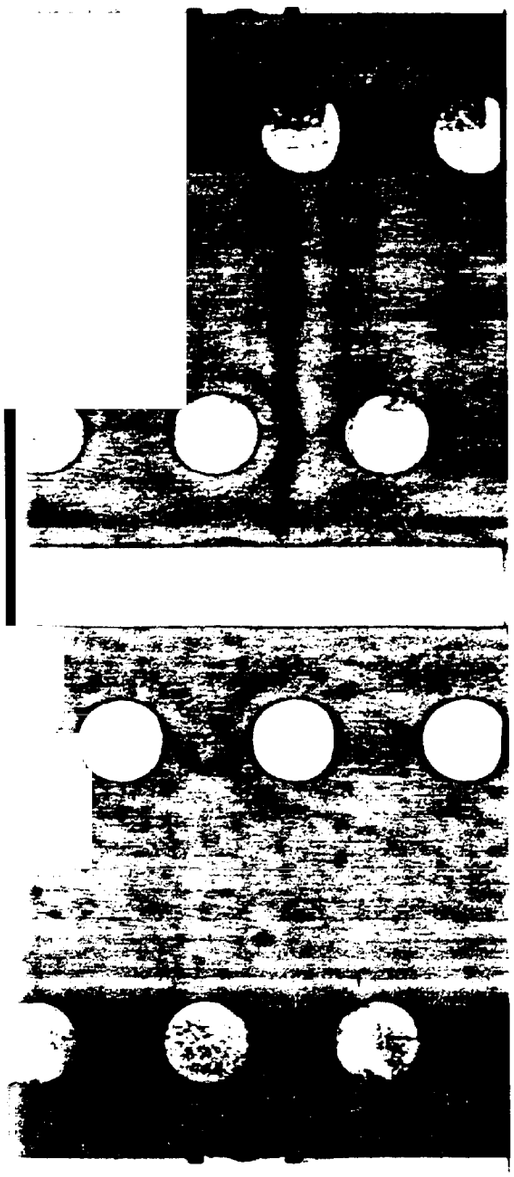
6. Deed of Trust, Assignment of Rents and Security Agreement from Four Seasons Associates, Inc., a Tennessee corporation, to Stephen C. Baker, Trustee, dated February 28, 1986, of record in Book 6793, page 66, said Register's Office, to secure an indebtedness in the maximum amount of $9,125,000.00, payable to Commerce Union Bank as amended by instruments of record in Book 7024, page 910, and Book 7187, page 342, said Register's Office, wherein the indebtedness was decreased to $2,600,000.00

7. A financing statement of record in Book 6793, page 80, said Register's Office.

9109 02/22 0101 03CHECK 1250.00

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 7776 PAGE 918

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 375000.00
CON TX 1237.50
PRFEE 0.50
WDEED 12.00
TOTAL 1250.00
CHECK 1250.00

02/22/89 01 10:15 0001 9109

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10584

FEB 22 10 13 AM '89

No. 183552