7 - 45 - 3 - parcel 181

BOOK 7803 PAGE 821

# LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of March, 1989, by and between PINEMOS, LTD., a Tennessee limited partnership, party of the first part, and FIRST HOTEL INVESTMENT CORPORATION, a Delaware Corporation, party of the second part,

WITNESSETH:

That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in Nashville, County of Davidson, State of Tennessee:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section 21, Edgehill Estates, of record in Book 4350, page 144, Register's Office for said County.

Beginning at an iron pin in the easterly margin of the proposed right-of-way of 15th Avenue South; thence with the margin of said proposed right-of-way North 9 degrees 19 minutes east 135.19 feet to a concrete monument in the beginning of a curve, thence around said curve with a radius of 25 feet, northeasterly 38.8 feet to an iron pin in the southerly margin of Division Street; thence with the margin of said street, south 81 degrees 46 minutes east 312.37 feet to a concrete monument; thence south 7 degrees 48 minutes west 175 feet to an iron pin in the northerly margin of alley 421; thence with the margin of said alley north 81 degrees 46 minutes west 326.26 feet to an iron pin in the beginning of a curve, thence around said curve with a radius of 15 feet, northwesterly 23.85 feet to the point of beginning, containing 59,181 square feet, more or less.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise apertaining unto the said party of the second part, its successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons, claiming, by, through, or under it, but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized general partners the day and year first above written.

PINEMOS, LTD.
a Tennessee limited partnership

By: _____
Simon Konover, General Partner

20256

Mar 29 1 41 PM '89

By: Daniel I. Konover
Daniel I. Konover, General Partner

By: Donald J. Wallace
Donald J. Wallace, General Partner

STATE OF ~~FLORIDA~~ Connecticut )
COUNTY OF Hartford )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Simon Konover, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the general partner of Pinemos, Ltd., the within named bargainor, a Tennessee limited partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as general partner.

WITNESS my hand and Official Seal at office this 22d day of March, 1989.

Marilyn R. Peck
Notary Public

My Commission Expires: MARILYN R. PECK NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1993

STATE OF Connecticut )
COUNTY OF Hartford )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Daniel I. Konover, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the general partner of Pinemos, Ltd., the within named bargainor, a Tennessee limited partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as general partner.

WITNESS my hand and Official Seal at office this 22d day of March, 1989.

Marilyn R. Peck
Notary Public

My Commission Expires: MARILYN R. PECK NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1993

STATE OF Connecticut )
COUNTY OF Hartford )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Donald J. Wallace, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the general partner of Pinemos, Ltd., the within named bargainor, a Tennessee limited partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as general partner.

WITNESS my hand and Official Seal at office this 22d day of March, 1989.

Marilyn R. Peck
Notary Public

My Commission Expires: MARILYN R. PECK NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1993

Property Address: 1407 Division Street
Nashville, Tennessee 37203

Mail tax bills to: First Hotel Investment Corporation
One Oxford Centre
Pittsburgh, PA 15219

This Instrument Prepared By:

Armstrong Allen Prewitt Gentry
Johnston & Holmes
1900 One Commerce Square
Memphis, Tennessee 38103

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 2,800,000.00, which amount is equal to or grater than the amount which the property transferred would command at a fair and voluntary sale.

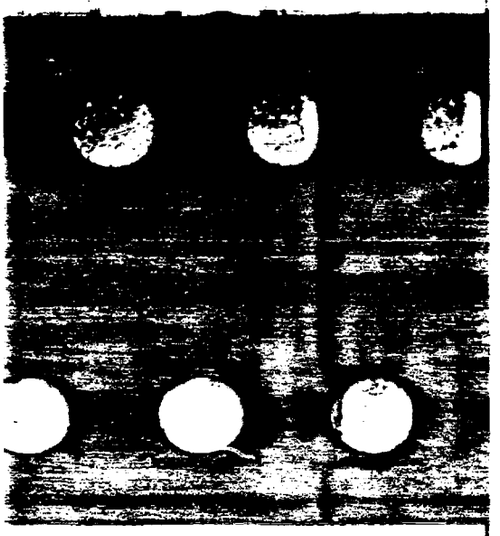
Affiant

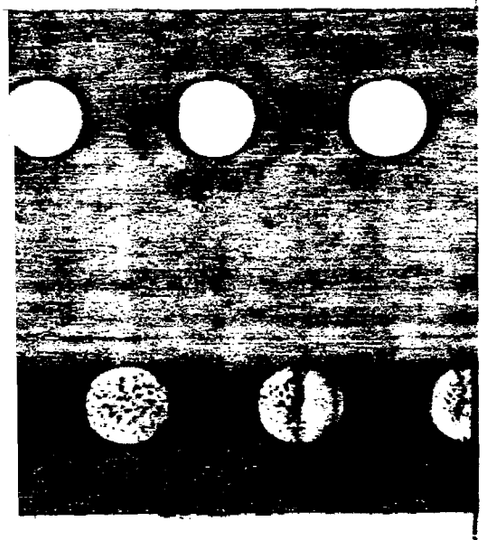
Subscribed and sworn to before me this 22d day of March, 1989.

Notary Public

My Commission Expires March 31, 1993

0234 03/29 0101 03CHECK 9249.50





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

RECEIVED OF _____

FOR _____

BOOK 7803 PAGE 824

| | | |
|---|---|---|
| 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 2800000.00
CON TX 9240.00
PRFEE 0.50
WDEED 9.00
TOTAL 9249.50
CHECK 9249.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/29/89 01 13:42 0001 0234

20256

IDENTIFICATION REFERENCE

Mar 29 1 43 PM '89

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 194709