Map 093-02-4
Par 019.00

This instrument prepared by:
James Kelly Giffen
Attorney at Law
1212 Plaza Tower
Knoxville, Tennessee 37929

BOOK 7847 PAGE 416

Name and address of an owner:
Southern Farm Bureau Life Insurance Company
Attn: Joel Melton
1401 Livingston Lane
P.O. Box 78
Jackson, Mississippi 39205

Name and address of the person
or entity responsible for the
payment of real property taxes:
Southern Farm Bureau Life Insurance Company
Attn: Joel Melton
1401 Livingston Lane
P.O. Box 78
Jackson, Mississippi 39205

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE, made as of the 23rd day of May, 1989, between JAMES KELLY GIFFEN, Substitute Trustee, of Knox County, Tennessee ("Grantor") and SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY, a life insurance corporation organized and existing under the laws of the State of Mississippi ("Grantee").

WITNESSETH:

By deed of trust dated September 16, 1980, of record in Book 5653, page 66, in the Register's Office for Davidson County, Tennessee ("Original Deed of Trust"), The Cumberland Group, a Tennessee general partnership ("The Cumberland Group"), conveyed to John B. Hardcastle, Trustee ("Original Trustee"), to secure the indebtedness to The Industrial Development Board of the

Metropolitan Government of Nashville and Davidson County ("Issuer") described in the Original Deed of Trust, certain real property described in the Original Deed of Trust.

By assignment dated as of the 1st day of September, 1980, of record in Book 5653, page 100, in the Register's Office for Davidson County, Tennessee, the Issuer assigned its interest in and to the Original Deed of Trust and the indebtedness secured by the Original Deed of Trust to Nashville City Bank and Trust Co. ("Nashville City").

Pursuant to a certain assignment and assumption agreement (without release) ("Assignment") dated November 11, 1980, The Cumberland Group assigned all of its right, title, interest, restrictions, duties, obligations and undertakings in, to, under or with respect to the Original Deed of Trust to 176 Limited, a Tennessee limited partnership ("176 Limited"), a memorandum of which is of record in Book 5695, page 932, in the Register's Office for Davidson County, Tennessee.

By quit claim deed dated July 29, 1982, of record in Book 5916, page 866, in the Register's Office for Davidson County Tennessee, The Cumberland Group conveyed the property encumbered by the Original Deed of Trust to 176 Limited.

By assignment dated July 29, 1982, of record in Book 5916, page 869, in the Register's Office for Davidson County, Tennessee, Nashville City assigned its interest in and to the Original Deed of Trust and the indebtedness secured by the Original Deed of Trust to Southern Farm Bureau Life Insurance

Company ("Southern Farm").

The Original Deed of Trust was modified by modification of deed of trust and security agreement ("Modification") dated July 29, 1982, by and between 176 Limited and Southern Farm, of record in Book 5916, page 876, in the Register's Office for Davidson County, Tennessee ("the Original Deed of Trust, as assigned, and the Modification are hereinafter collectively referred to as the "Deed of Trust").

By special warranty deed of record in Book 6752, page 489, in the Register's Office for Davidson County, Tennessee, 176 Limited conveyed the property encumbered by the Deed of Trust to 176 Second Avenue Limited, a Tennessee limited partnership ("176 Second Avenue Limited").

The Grantor has been vested with the power and authority of the Original Trustee by an appointment of successor trustee dated April 7, 1989, of record in Book 7812, page 862, in the Register's Office for Davidson County, Tennessee.

Default was made in the payment of the indebtedness secured by the Deed of Trust and Southern Farm has exercised the option to declare the entire remaining indebtedness secured by the Deed of Trust to be immediately due and payable and has instructed the Grantor to foreclose the Deed of Trust. On April 28, May 5 and May 12, 1989, the Grantor published in the Nashville Banner, a newspaper published in Davidson County, Tennessee, a notice that the property encumbered by the Deed of Trust would be sold to the highest bidder at 11:00 a.m., Central Daylight Time, on Tuesday,

May 23, 1989, at the front door of the county courthouse in Davidson County, Tennessee. Pursuant to the Deed of Trust, the property was offered for sale at said time and place by the Grantor. After receiving competitive bids, the Grantor sold the property to the Grantee at a price of One Million, Three Hundred Thousand Dollars ($1,300,000.00), which was the highest, last and best bid.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the sum of One Million, Three Hundred Thousand Dollars ($1,300,000.00), the receipt and sufficiency of which are hereby acknowledged, the Grantor, as Successor Trustee, does hereby grant, bargain, sell and convey unto the Grantee that certain property described as follows in the Deed of Trust ("Property"):

Being a tract of land lying in Davidson County, Tennessee known as City No. 176 Second Avenue, North, being part of lot No. 12 on the plan of the original Town of Nashville, not of record, described according to a survey by Anderson-Delk Associates dated October 24, 1980:

Beginning on the easterly margin of Second Avenue, North, formerly Market Street, at the southwest corner of the property conveyed to Grayson Corporation as of record in Book 2859, page 342, in the Register's Office for Davidson County, Tennessee, said point lying 116.7 feet more or less from the right of way intersection with Church Street; thence leaving said easterly margin North 63 degrees, 10 minutes, 50 seconds East a distance of 208.00 feet to a point on the most westerly margin of First Avenue, North; thence along said westerly margin South 27 degrees, 01 minutes, 10 seconds East a distance of 33.00 feet to a point in the center of a party wall, the northeast corner of the property conveyed to R.C. Mathews Contractor Inc., as of record in Book 4930, page 137, in the Register's Office for Davidson County, Tennessee; thence with center of said wall Mathews northerly line South 63 degrees, 10 minutes, 50 seconds West a distance of 208.00 feet to a point on the easterly margin of Second Avenue, North; thence along said easterly margin North 27 degrees, 01 minutes, 10 seconds West a distance of 33.00 feet to the point of beginning.

This is improved property known as 176 Second Avenue North, Nashville, Tennessee 37201. BOOK 7847 PAGE 420

Being the same property conveyed to The Cumberland Group, by deed from Horton W. Horton, Trustee, of record in Book 5652, page 876, in the Register's Office for Davidson County, Tennessee.

Also being the same property conveyed to 176 Limited by quit claim deed from The Cumberland Group, of record in Book 5916, page 866, in the Register's Office for Davidson County, Tennessee.

Also being the same property conveyed to 176 Second Avenue Limited by Special Warranty Deed of record in Book 6752, page 489, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the same, together with all hereditaments and appurtenances belonging or appertaining thereto, but SUBJECT TO the following:

1. The statutory right of redemption in Tennessee Code Annotated § 66-8-101, which was not waived in the Deed of Trust.

2. Title to any portion of the Property lying within the bounds of any roads or highways.

3. Any unpaid property taxes against the Property.

4. Insurance premiums have been prepaid to April 9, 1990. By the terms of the Deed of Trust, any unexpired insurance shall inure to the benefit of, and pass to, the purchaser at the foreclosure sale.

5. All rental income and operating expenses, except property taxes and insurance, shall be prorated as of May 23, 1989.

6. Easement for party walls of record in Book 1944, page 248, in the Register's Office for Davidson County, Tennessee, for the support of party walls, particularly along the south line of the Property.

7. Agreement of record in Book 1944, page 248 in the Register's Office for Davidson County Tennessee, relative to the north boundary line of the Property and the use of certain fireproof vaults and the terms and conditions of said agreement, which vaults are located near the southeast corner of the Property.

8. Party Wall Agreement between One Seventy-Four Associates, Ltd. and 176 Limited dated as of October 31, 1985, of record in Book 6727, page 669, in the Register's Office for Davidson County, Tennessee.

9. Tennessee Conservation Easement dated December 31, 1985, by and between 176 Second Avenue Limited and Historic Nashville, Inc. of record in Book 6752, page 495, in the Register's Office for Davidson County, Tennessee.

10. Consent and Subordination from Nashville City Bank and Trust Co. dated December 31, 1985, of record in Book 6756, page 660, in the Register's Office for Davidson County, Tennessee.

11. Consent and Subordination from Southern Farm Bureau Life Insurance Company dated December 31, 1985, of record in Book 6756, page 676, in the Register's Office for Davidson County, Tennessee.

12. The rights and obligations of Intersancturn Entertainment Group Limited Partnership, doing business as The Urban Lounge, pursuant to a lease dated October 1, 1987, for 4633 square feet, at a present base rental of $3,000.00 per month, shall remain undisturbed by this sale.

And the Grantor, as Successor Trustee, does hereby grant, bargain, sell and convey unto the Grantee all of the covenants and warranties contained in the Deed of Trust and does hereby warrant the title as against all persons claiming by, through or under the Grantor, BUT NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the day and year first above stated.

James Kelly Giffen
Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, Christy B Beecham, a Notary Public in and for said State and County duly commissioned and qualified, James Kelly Giffen, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of May, 1989.

Christy B Beecham
Notary Public

My Commission Expires: My Commission Expires JAN. 21, 1993

NOTARY PUBLIC

AFFIDAVIT

8764 05/23 0101 03CHECK 4311.50

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater is $1,300,000.00.

Affiant

Subscribed and sworn to before me this 23rd day of May, 1989.

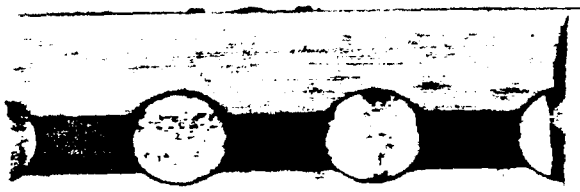
Christy B Beecham
Notary Public

My Commission Expires JAN. 21, 1993

NOTARY PUBLIC

35284

TENNESSEE REAL ESTATE TRANSFER TAX
MAY 23 11 50 AM '89
LSOM IT REGISTER
ON COUNTY, TN



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

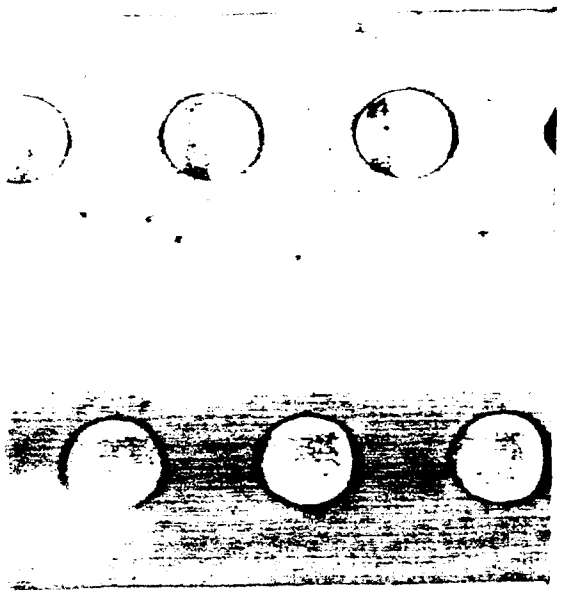
RECEIVED OF _____

FOR _____

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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 1300000.00
CON TX 4290.00
PRFEE 0.50
WDEED 21.00
TOTAL 4311.50
CHECK 4311.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/23/89 01 11:50 0001 89964

35284

IDENTIFICATION REFERENCE

MAY 23 11 50 AM '89

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY TN

No. 212347