Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Dalton Development Corporation P.O. Box 120538 Nashville, TN 37212	Map 92-15 Parcels 168, 169 and 170	William A. Shipp, Jr. c/o Massey Investments 3102 Bad Avenue North Nashville, TN 37203

This instrument prepared by: Boult, Cummings, Conners & Berry (KES)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, LOUISE-DOUGLAS-WEST END PROPERTIES, a Tennessee general partnership consisting of James C. Barry, Christy F. Batts, Willie R. Beaty, Bob M. Boyd, Truman Brown, Arthur D. Burcham, Trent Butler, Lynn M. Davis, Jr., T. L. DeJarnette, Arthur Driscoll, Jr., Wilmer C. Fields, J. Richard Franz, Thomas A. Powers, and Marguerite Shields (the "Grantor") has bargained and sold, and by these presents transfers and conveys to DALTON DEVELOPMENT CORPORATION, a Tennessee corporation (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters appearing in Exhibit B, which is attached hereto and incorporated herein by reference.

This is improved property, known as 2221 Elliston Place, 114 Louise Avenue and 118 Louise Avenue.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $810,000.00.

Jack H. Dalton
Affiant

Subscribed and sworn to before me this 1st day of June, 1989.

Rebecca M. Brown
Notary Public
My Commission Expires: 9/9/89

IN WITNESS WHEREOF, the Grantor has executed this Deed this 1st day of June, 1989.

LOUISE-DOUGLAS-WEST END PROPERTIES

By: _____
Lynn M. Davis, Jr., General Partner acting pursuant to consent and resolution of the partners of LOUISE-DOUGLAS-WEST END PROPERTIES dated May 30, 1989

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Rebecca M. Brown, Notary Public, Lynn M. Davis, Jr., 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 Louise-Douglas-West End Properties, a general partnership, and is authorized to execute this instrument on behalf of Louise-Douglas-West End Properties.

WITNESS my hand, at office, this 1st day of June, 1989.

_____
Notary Public

My Commission Expires: 9/19/89

EXHIBIT A

Tract I: Land in Davidson County, Tennessee, being Lot Nos. 13 and 14 on the Map of Buford's Subdivision of Part of the Elliston Land, as of record in Book 332, page 8, Register's Office for said County.

Said Lots Nos. 13 and 14 front together 101 feet on the easterly side of Louise Avenue and extend back 150 feet on the southerly line and 157.2 feet on the northerly line, with the southerly margin of Elliston Place to an alley, measuring 149 feet thereon.

Tract II: Land in Davidson County, Tennessee, being Lot No. 15 on the Map of Buford Subdivision a part of the Elliston Lands, of record in Book 332, page 8, Register's Office for said County.

Said Lot No. 15 fronts 70 feet on the easterly side of Louise Street and runs back between parallel lines with the northerly margin of Hayes Street, 150 feet to an alley.

Being the same property conveyed to Louise-Douglas-West End Properties (a partnership) by deed from Westview Properties/ Nashville, a partnership consisting of Ray B. Fossick, Tom A. Fuqua, and John R. Hickey; Doug Manson and wife, Betty Ann Manson; and John R. Hickey, Tom A. Fuqua and Ray B. Fossick, individually, of record in Book 5987, page 551, said Register's Office.

EXHIBIT B

1. General or special taxes and assessments required to be paid in the year 1989 and subsequent years.

2. Vendor's Lien retained in the deed from M.D. Ingram, Jr. and wife to Paul Gold, et al., of record in Book 4743, page 239, said Register's Office, to secure the payment of a note dated August 30, 1973, payable as therein specified. Tract I

3. Vendor's Lien retained in the deed from Paul Gold, et ux to John F. Gerkins, et ux, of record in Book 5235, page 590, said Register's Office, to secure the payment of a note dated December 20, 1977, payable as therein specified. Tract I

4. Vendor's Lien retained in the deed from Third National Bank, Trustee to Chase Properties, a partnership, of record in Book 5411, page 919, said Register's Office, to secure the payment of a note dated February 28, 1979, payable as therein specified. Tract II

5. Deed of Trust executed by Lyndal Roberts and wife, Margaret Roberts, to Tom G. Coleman, Trustee, of record in Book 5483, page 680, said Register's Office, dated August 15, 1979, to secure to L.N. Furringer, an indebtedness in the amount of $8,292.21, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. Tract I

   Assigned to Spain Enterprises by assignment of record in Book 7197, page 472, said Register's Office.

6. Vendor's Lien retained in the deed from Lyndal Roberts and wife, Margaret Roberts, to John R. Hickey, et al., of record in Book 5648, page 450, said Register's Office, to secure the payment of one note dated September 2, 1980, payable as therein specified. Tract I

   Assigned to Commerce Union Bank by assignment of record in Book 6035, page 695, said Register's Office.

7. Deed of Trust executed by John R. Hickey, et al., to John Grissom, Trustee, of record in Book 5648, page 466, said Register's Office dated September 2, 1980, to secure to Louise N. Farringer, an indebtedness in the amount of $27,500.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. Tract I

   Assigned to Spain Enterprises by assignment of record in Book 7197, page 473, said Register's Office.

8. Deed of Trust executed by John R. Hickey, et al., to John B. Cobb, Jr., Trustee, of record in Book 5648, page 469, said Register's Office, dated September 2, 1980, to secure to Southern Realty Group, an indebtedness in the amount of

$27,500.00, and other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. Tract I

9. Vendor's Lien retained in the deed from Chase Properties, a partnership, to Westview Properties, et al., of record in Book 5684, page 954, as amended by Modification of Installment Deed Note and Installment Deed of record in Book 7765, page 831, said Register's Office, to secure the payment of a noted dated December 1, 1980, payable as therein specified. Tract II

10. Deed of Trust executed by Louise-Douglas-West End Properties (a partnership) to Charles A. Leach, Trustee, of record in Book 5987, page 556, said Register's Office, dated December 31, 1982, to secure to Westview Properties, Doug Manson and wife, Betty Ann Manson, an indebtedness in the amount of $45,000.00, and to secure to Manhattan Properties an indebtedness in the amount of $53,367.98, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. Tracts I & II

    Partial Release (as to the $45,000.00 indebtedness) of record in Book 7042, page 815, said Register's Office.

11. Setback lines applicable to premises of 44 feet from the curb line of Louise Avenue; that the back premises and back door of any building on premises shall not be located nearer than 31 feet from the curb line of Louise Avenue and that the north wall of any such building shall not be located nearer than 19 feet from the nearest point of the south wall of the Douglas Apartment Building as the same existed in January, 1921, and the main north wall of any building thereafter constructed on the premises shall not be less than 21 feet and 2 inches from the main south wall of the building then located on lot 14 and known as Douglas Apartment Building as set out in deeds from Ella Kirkman Douglas to Kate T. Sharber (Book 539, page 435) and from Bruce Douglas, et al., to Thomas S. Marr, et al., (book 565, page 164), Register's Office for Davidson County, Tennessee, and to which instrument reference is specifically made. Tract II

12. Rights of parties in possession of all or any part of the premises other than the insured. Tracts I & II

KESswdaEXB

1364 06/02 0101 03CHECK

JUN 2 3 40 PM '89

38127



OFFICIAL RECEIPT

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

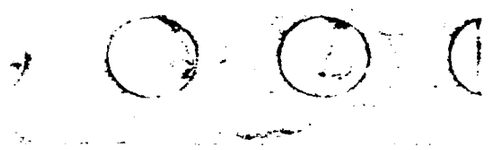
RECEIVED OF _____

FOR _____

BOOK 7856 PAGE 111

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

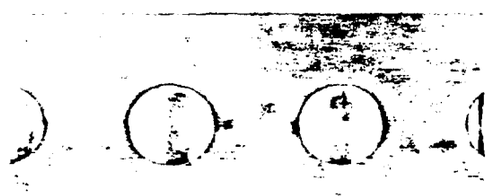
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL



	CAMT
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CON TX	2673.00
PRFEE	0.50
WDEED	15.00
TOTAL	2688.50
CHECK	2688.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/02/89 01 15:43 0001 1364



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No. 215729