Ex x 3E

This Instrument Was Prepared By:
George E. Mudter, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

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Address New Owner(s):
Thoroughbred Motor Cars, Inc.
1620 West End Avenue
Nashville, Tennessee 37203

Send Tax Bills to
New Owner

Map: 105-14
Parcel: 275

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 considerations, including the agreement of the Grantee to assume and pay the principal balances now due together with future interest on (i) that certain note, dated June 8, 1988, in the original principal amount of $700,000.00, payable to First American Trust Company, N.A., as Corporate Trustee under the Will of George I. Haddad, and secured by a Deed of Trust, of record in Book 7567, page 349, Register's Office for Davidson County, Tennessee, and (ii) that certain note, dated June 8, 1988, in the original principal amount of $500,000.00, payable to First Union National Bank of Tennessee and secured by a Tennessee Deed of Trust and Security Agreement, of record in Book 7567, page 355, Register's Office for Davidson County, Tennessee, the receipt of all of which is hereby acknowledged, THE MELROSE PARTNERSHIP, a Tennessee general partnership (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to THOROUGHBRED MOTOR CARS, INC. (the "Grantee"), its successors and assigns, all that tract or parcel of land described in Exhibit "A" hereto.

This is improved property known as 2350 Franklin Road, Nashville, Tennessee 37204.

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

AND Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set forth on Exhibit "B". Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns against the lawful claims of all persons.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 16th day of June, 1989.

ASSIGNOR:

THE MELROSE PARTNERSHIP,
a Tennessee general partnership

By: _____
George N. Spiva, Partner

By: Vianda H. Hill by _____
Vianda H. Hill, Partner
by George E. Mudter, Jr.,
Attorney-in-fact for the said
Vianda H. Hill by Power of
Attorney recorded simultaneously
herewith

By: R. Thomas Patten by _____
R. Thomas Patten, Partner
by George E. Mudter, Jr.,
Attorney-in-fact for the said
R. Thomas Patten by Power of
Attorney recorded simultaneously
herewith

By: NORTH AMERICAN PROPERTIES,
INC., Partner

By: _____
George N. Spiva, President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, George N. Spiva, 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 partner of The Melrose Partnership, 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, at office, this 16th day of June, 1989.

Jan Patterson
Notary Public

My Commission Expires: 11-12-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, George E. Mudter, 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 the attorney-in-fact of Vianda H. Hill, 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, at office, this 16th day of June, 1989.

Jan Patterson
Notary Public

My Commission Expires: 11-12-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, George E. Mudter, 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 the attorney-in-fact of R. Thomas Patten, 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, at office, this 16th day of June, 1989.

Joan Patterson
Notary Public

My Commission Expires: 11-12-89

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, George N. Spiva, 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 President of North American Properties, Inc., a partner of The Melrose Partnership, 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, at office, this 16th day of June, 1989.

Joan Patterson
Notary Public

My Commission Expires: 11-12-89

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,315,000.00.

Affiant

Subscribed and sworn to before me,
this 16th day of June, 1989.

Notary Public

My Commission Expires: 1/23/93

GEM0216892

A tract of land in Nashville, Davidson County, Tennessee, and more particularly described according to a survey made by R. L. Montoya Land Surveying dated July 25, 1988, last revised June 12, 1989, as follows:

Beginning at a point on the easterly margin of Franklin Pike of 8th Avenue South, said point being North 18° 30' 01" West 24.65 feet from the northerly margin of Craighead Avenue, as widened; thence, with the easterly margin of said Franklin Pike or 8th Avenue South, North 18° 30' 01" West 239.04 feet to a point, said point being the southwest corner of Lot No. 10 on the Plan of Melpark Subdivision - Section Three of record in Plat Book 3842, page 210, Register's Office for Davidson County, Tennessee; thence, leaving said easterly margin with the line common to Lot No. 10 and this property, North 71° 04' 15" East 350.01 feet to a point in the westerly line of Lot No. 31 on the Plan of Melpark Subdivision, Section 1, as of record in Plat Book 3842, page 117, Register's Office for said County; thence, with the west and south line of said Melpark Subdivision - Section One and the south line of Lot No. 28 on the Plan of Melpark Subdivision - Section Two of record in Plat Book 3842, page 143, Register's Office of said County, South 18° 30' 09" East 54.97 feet and North 71° 06' 07" East 200 feet respectively; thence, South 18° 30' 46" East 222.83 feet to the northerly margin of Craighead Avenue, as widened; thence, with a curve to the left, having a radius of 1,472.69 feet and a length of 84.39 feet; thence, South 72° 17' 59" West 441.13 feet, thence; with a curve to the right having a radius of 25.00 and a length of 38.92 feet to the point of beginning containing 3.15 acres more or less.

Being the same property conveyed to The Melrose Partnership by deed from First American National Bank of Nashville, as corporate Trustee under the will of George I. Haddad, deceased of record in Book 7567, page 339, Register's Office for Davidson County, Tennessee.

EXHIBIT "A" GEM0216892

1) State and County taxes for the year 1989, which have been prorated and assumed by the Grantor.

2) Deed of Trust to William R. Willis, Jr., Trustee, of record in Book 7567, page 349, Register's Office for Davidson County, Tennessee.

3) Deed of Trust to Scott M. Custer, Trustee, of record in Book 7567, page 355, Register's Office for Davidson County, Tennessee.

4) Assignment of Lessor's Interest in Lease of record in Book 7567, page 371, Register's Office for Davidson County, Tennessee.

5) U.C.C.-1 Financing Statement of record in Book 7567, page 369, Register's Office for Davidson County, Tennessee.

6) Lease Agreement, dated April 5, 1988, between The Melrose Partnership and Beaman Imports, Inc.

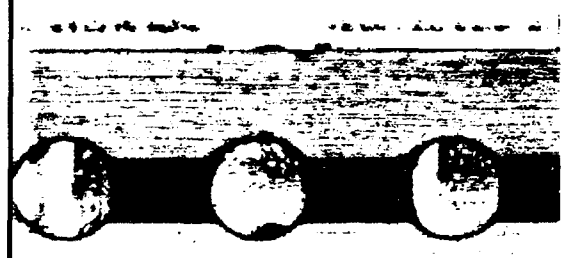
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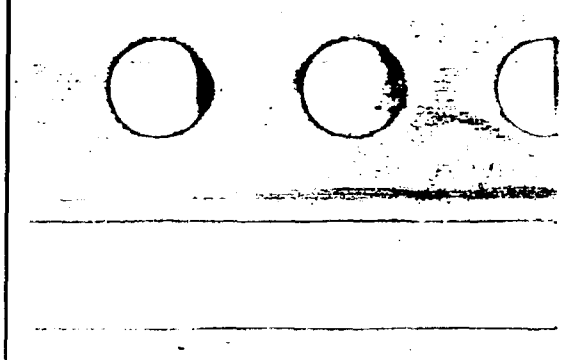
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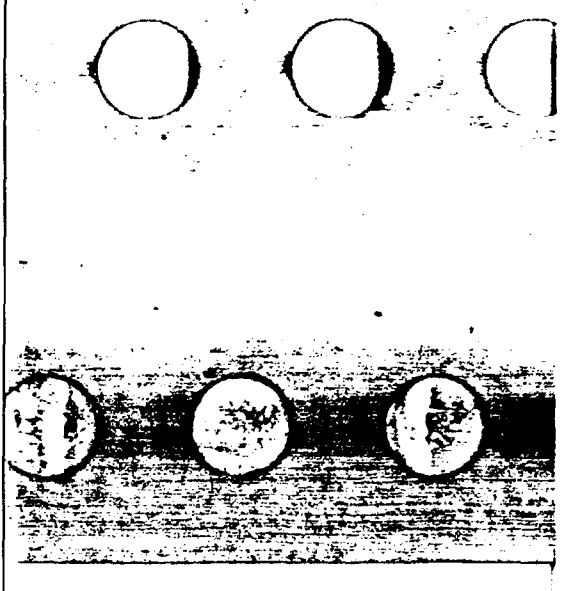
JUN 19 1 28 PM '89

EXHIBIT "B"

GEM0216892







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 1351000.00
				CON TX 4339.50
				PRFEE 0.50
				WDEED 21.00
				TOTAL 4361.00
				CHECK 4361.00

06/19/89 01 13:31 0001 6317

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

42216

IDENTIFICATION

JUN 19 1 28 PM '89

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 220639