Map 106 6
Pc KRP Lin

This instrument prepared by
or under the direction of:

William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

47037-014-999-NEG
PS\018271S1.KCP

Send Tax Bills to
Billie R. Chapman
631 Murfreesboro Road
Nashville, TN 37210

BOOK 7930 PAGE 754

THIS DEED, made this 31st day of January, 1989, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and B. R. CHAPMAN, whose mailing address is 631 Murfreesboro Road, Nashville, Tennessee 37210, hereinafter called "Grantee"; and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, his heirs, legal representatives and assigns, that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.78 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

TO HAVE AND TO HOLD the said Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, in fee simple forever.

SUBJECT to reservations, exceptions and restrictions of record, all existing public utilities, all encroachments, existing ways and servitudes, howsoever created, determinable by a proper survey or by an inspection of the

Premises, Grantor hereby WARRANTS that the Premises are free from encumbrances, that it is seized of said Premises in fee, and that it will forever defend all and singular said Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof, by, through or under Grantor.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage in such a manner as to not impair existing railroad right-of-way drainage nor redirect or increase the quantity or velocity of any surface water runoff or streams into said drainage or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other lands and facilities of Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the northerly line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad right-of-way. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining right-of-way.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release

all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee(s).

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK, (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

By _____
J. L. Kiesler
Vice President-Property Services
CSX Rail Transport

Attest _____ (SEAL)
Assistant Secretary

Signed, sealed and delivered
in the presence of:

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid:

By _____
ASSISTANT VICE PRESIDENT

Attest _____
ASSISTANT SECRETARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 40,000

_____
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF Sept 1982.

_____
Deputy Register

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Kathryn R. Casey, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Vice President-Property Services, CSX Rail Transport, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 31st day of January, 1989.

Kathryn R. Casey (SEAL)
Notary Public

My commission expires on:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1990
Bonded thru Patterson - Becht Agency

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, CYNTHIA CHANEY and PATRICIA STERMER with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by CYNTHIA CHANEY, as its Assistant Vice President and attesting the same by PATRICIA STERMER, as its Assistant Secretary, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 2nd day of February, 1989.

Robert E. Patterson III (SEAL)
Notary Public

My commission expires on
ROBERT E. PATTERSON III
NOTARY PUBLIC, State of New York
No. 4784[illegible]
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires October 31, 1989

EXHIBIT A

Description of property at: Nashville, Tennessee
To: B. R. Chapman
Deed File No.: 47037-014-999-NEG

0.78 ACRES OF PROPERTY IN THE 6th CIVIL DISTRICT OF DAVIDSON COUNTY, NASHVILLE, TENNESSEE, BEING PART OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY PROPERTY BETWEEN MENZLER ROAD AND FOSTER AVE, THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN IN THE WEST MARGIN OF MENZLER ROAD AT ITS INTERSECTION WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY, AND BEING SOUTH 9°35'30" WEST 468.9 FEET OF THE CENTER LINE INTERSECTION OF MURFREESBORO PIKE; THENCE LEAVING THE WEST MARGIN OF MENZLER ROAD SOUTH 89° 45'22" WEST 713.93 FEET TO AN IRON PIN, SAID IRON PIN BEING NORTH 71 46'22" EAST, 45.96 FEET OF THE EAST MARGIN OF FOSTER AVENUE; THENCE THE FOLLOWING CALLS:

NORTH 73° 48'15" EAST, 54.03 FEET
NORTH 75° 58'43" EAST, 52.61 FEET
NORTH 77° 52'03" EAST, 54.06 FEET
NORTH 81° 06'53" EAST, 54.28 FEET
NORTH 82° 52'18" EAST, 54.68 FEET
NORTH 85° 03'36" EAST, 52.92 FEET
NORTH 87° 13'40" EAST, 48.00 FEET
NORTH 89° 22'31" EAST, 49.30 FEET
SOUTH 89° 08'39" EAST, 45.65 FEET
SOUTH 88° 48'56" EAST, 263.59 FEET

TO AN IRON PIN IN THE WEST MARGIN OF MENZLER ROAD; THENCE WITH THE WEST MARGIN OF MENZLER ROAD SOUTH 9° 35'30" WEST 53.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.78 ACRES.

Shown on print of survey dated September 28, 1988, revised January 23, 1989, prepared by David Bundrin, Campbell Surveying Co., Inc., incorporated herein by reference.
BEING all or part of the same property acquired by Grantor, or its predecessor, from Anna R. Cole, by deed dated July 9, 1914, recorded in Deed Book N, Page 10, among the Public Land Records of Davidson County, Tennessee.

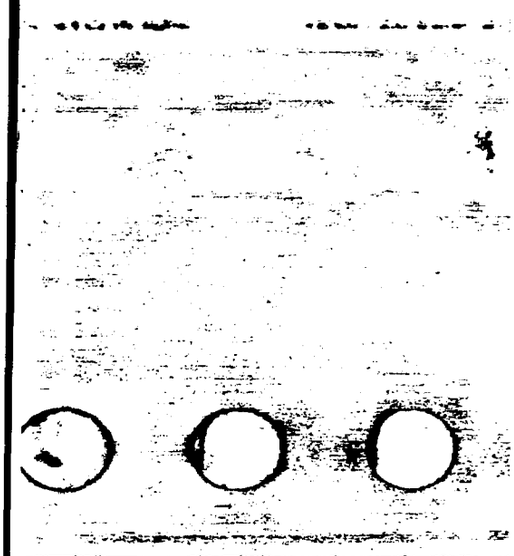
6 3 4 8 9

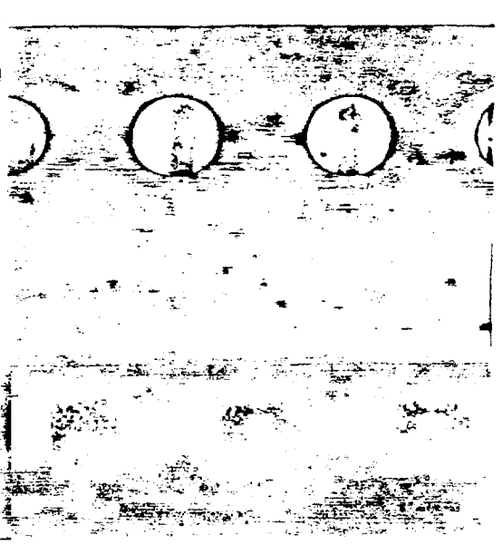
IDENTIFICATION REFERENCE

SEP 5 12 22 PM '89

DAVIDSON COUNTY, TN

1582 09/05 0101 03CHECK 148.00





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7930 PAGE 759

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 40000.00
CON TX 132.00
PRFEE 1.00
MIXED 15.00
TOTAL 148.00
CHECK 148.00

09/05/89 01 12:24 0001 1582

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

63489

IDENTIFICATION REFERENCE

SEP 5 12 22 PM '89

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 245610