Box 41

BOOK 7986 PAGE 664

MDSWP2397 11/07/89 dr

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (MDS)
2700 First American Center
Nashville, Tennessee 37238

GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s):
Northlake Village, L.P. c/o Rochford Construction Company 2200 Abbott Martin Road Nashville, Tennessee 37215	Same	86-89 4D05531

FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS, and other good and valuable consideration, receipt of all of which is hereby acknowledged, TennSouth Properties, Ltd., a Tennessee limited partnership ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto Northlake Village, L.P., a Tennessee limited partnership, ("Grantee"), all of its right, title and interest in and to that certain tract of real property located in Davidson County, Tennessee, all as more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever. Grantor covenants that, subject to the matters reflected on Exhibit A, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered.

Grantor further covenants and binds itself and its successors to warrant and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever (other than claims arising out of the matters set forth on Exhibit A).

As used herein, the singular number shall include the plural, and the masculine gender all other genders.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer on this 15 day of Nov., 1989.

TENNSOUTH PROPERTIES, LTD.,
a Tennessee limited partnership

By: TennSouth Corp., a Tennessee corporation, Managing General Partner

By: _____
James W. Hardwick,
President

83007

IDENTIF. REFERENCE

Nov 17 2 27 PM '89

FELIX A. ... REGISTER
DAVIDSON COUNTY TN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Nina Miller, a Notary Public, JAMES W. HARDWICK, 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 TennSouth Corp., a corporation and the Managing General Partner of TennSouth Properties, Ltd., a limited partnership, and is authorized by the limited partnership to execute this instrument on behalf of the limited partnership, by its Managing General Partner, TennSouth Corp., by himself as President of TennSouth Corp.

WITNESS my hand, at office, this 15th day of November, 1989.

Nina Miller
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

5-8-91

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value (whichever is greater) for this transfer is $9,546,860.08.

Jas. W. Hardwick
Affiant

Subscribed and sworn to before me, this 15th day of November, 1989.

Nina Miller
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

5-8-91

EXHIBIT "A"

Land in Davidson County Tennessee, being Lot no. 1, on the Plan of Northlake Village, of record in Book 6900, page 568, said Register's Office, and situated in the Second Civil District, Nashville, Davidson County, Tennessee, more particularly described by metes and bounds as follows:

Being a point in the easterly right-of-way line of Andrew Jackson Parkway and the centerline of Dry Fork Creek, said point also being the southwest corner of the Robert Huber tract as recorded in Deed Book 6732, page 792, R.O.D.C., Tn., and 534.15 feet northwest, with the easterly right-of-way, from the intersection of Andrew Jackson Parkway and Old Hickory Boulevard; thence, running with the Dry Fork Creek and the southerly lines of the aforesaid Huber tract, the seven following courses and distances to with: 1) North 81 deg. 30' 00" east 245.40 feet to a point; 2) South 75 deg. 40' 00" east, 66.80 feet to a point; 3) North 56 deg. 36' 00" east 59.30 feet to a point; 4) South 85 deg. 49' 00" east, 114.70 feet to a point; 5) South 60 deg. 21' 00" east, 329.30 feet to a point; 6) South 44 deg. 06' 00" east 163.20 feet to a point; 7) North 83 deg. 51' 00" east 128.09 feet to a point, said point also being the southwest corner of the Randall Phillips Builders tract, as recorded in Deed Book 5584, page 274, R.O.D.C.T.; thence with the southerly lines of said tract north 84 deg. 21' 57" east, 44.68 feet to a point; thence south 58 deg. 11' 05" east 109.16 feet to a point, said point also being the northwest corner of the 3.32 acre Robert Huber Tract, as recorded in Deed Book 6732, page 792; thence running with a fence and the westerly line of said tract, south 05 deg. 05' 00" west 672.70 feet to a concrete monument; thence running with the westerly lines of Hermitage Woods Phase 2A, as recorded in Deed Book 4860, page 62, R.O.D.C.T., south 06 deg. 38' 00" west, 294.21 feet to a concrete monument; thence south 03 deg. 28' 54" west, 289.00 feet to an iron pin set; thence, continuing south 03 deg. 28' 55" west, 131.88 feet to an iron pin set in the easterly right-of-way line of Old Hickory Boulevard; thence, running with said right-of-way line, north 33 deg. 18' 30" west, 8.84' to an iron pin set, thence continuing with said right-of-way line, north 33 deg. 18' 30" west, 843.26 feet to an iron pin set; thence continuing with said right-of-way line, north 31 deg. 55' 07" west, 120.84 feet to an iron pin set; thence, 457.70 feet along the arc of a curve to the left, said curve having a radius of 1,999.86 feet, a central angle of 13 deg. 06' 47", and a chord bearing and distance of north 38 deg. 28' 31" west, 456.70 feet to a concrete monument; thence, 534.95 feet along the arc of a curve to the right, said curve having a radius of 2,834.79 feet, a central angle of 10 deg. 48' 44", and a chord bearing and distance of north 22 deg. 36' 52" west, 534.15 feet to the point of begining and containing 21.48 arces, more or less.

Being the same property conveyed to TennSouth Properties, Ltd., a Tennessee limited partnership by deed from John W. Hayes and wife Mary A. Hayes, Henry L. Hayes, unmarried, and Thelma L. Hayes (now Northern), of record in Book 7327, page 544, said Register's Office.

Included in the above description, but excluded therefrom is that portion conveyed to the State of Tennessee by deed of record in Book 7658, page 108, said Register's Office.

EXHIBIT A (Continued)

PERMITTED TITLE EXCEPTIONS

1. Deed of Trust executed by TennSouth Properties, Ltd., a Tennessee limited partnership, to Jeffrey R. King, Trustee, of record in Book 7327, page 983, said Register's Office, dated August 17, 1987, to secure to Third National Bank in Nashville, an indebtedness in the amount of $10,141,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.)

   Said Deed of Trust was assigned by Assignment of Note and Collateral of record in Book 7769, page 686, said Register's Office, by and between Third National Bank in Nashville ("Assignor") and First Union National Bank of Tennessee ("Assignee").

   Amended and Restated Tennessee Deed of Trust, Assignment of Leases and Security Agreement executed by TennSouth Properties, Ltd., a Tennessee limited partnership, to Richard F. Warren, Jr., Trustee, dated 2-3-89, recorded 2-9-89, of record in Book 7769, page 691, said Register's Office, given to secure the original principal sum of $12,920,000.00, payable to First Union National Bank of Tennessee.

2. Restrictive Covenants contained in instrument of record in Book 7671, page 959, Register's Office for Davidson County, Tennessee.

3. Conditional Assignment of Leases and Rents by and between TennSouth Properties, Ltd., a Tennessee limited partnership, and Third National Bank in Nashville of record in Book 7328, page 4, said Register's Office.

   Said Assignment was assigned by Assignment of Note and Collateral of record in Book 7769, page 686, said Register's Office, by and between Third National Bank in Nashville ("Assignor") and First Union National Bank of Tennessee ("Assignee").

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4. Collateral Assignment of Rents, Profits and Security Deposits of record in Book 7769, page 719, said Register's Office.

5. UCC-1 Financing Statement executed by TennSouth Properties, Ltd. (as Debtor) to secure First Union National Bank of Tennessee, of record in Book 7769, page 726, said Register's Office.

6. UCC-1 Financing Statement filed with the Tennessee Secretary of State, No. 622208.

7. Short Form Lease dated 8-10-87, by and between TennSouth Properties, Ltd., as Landlord, and M & H Food Companies, Inc., as Tenant, of record in Book 7327, page 979, as amended in Book 7591, page 408, and in Book 7667, page 679, said Register's Office.

8. Terms of Lease dated 2-19-88 by and between TennSouth Properties, Ltd., as Landlord, and Hook-Super X, Inc., as Tenant, of record in Book 7572, page 986, said Register's Office.

9. Easement for flow of creek.

10. By Subordination, Non-Disturbance and Attornment Agreement of record in Book 7777, page 666, said Register's Office, the Lease of Hook-Super X, Inc., was made subordinate to the herein shown Deed of Trust.

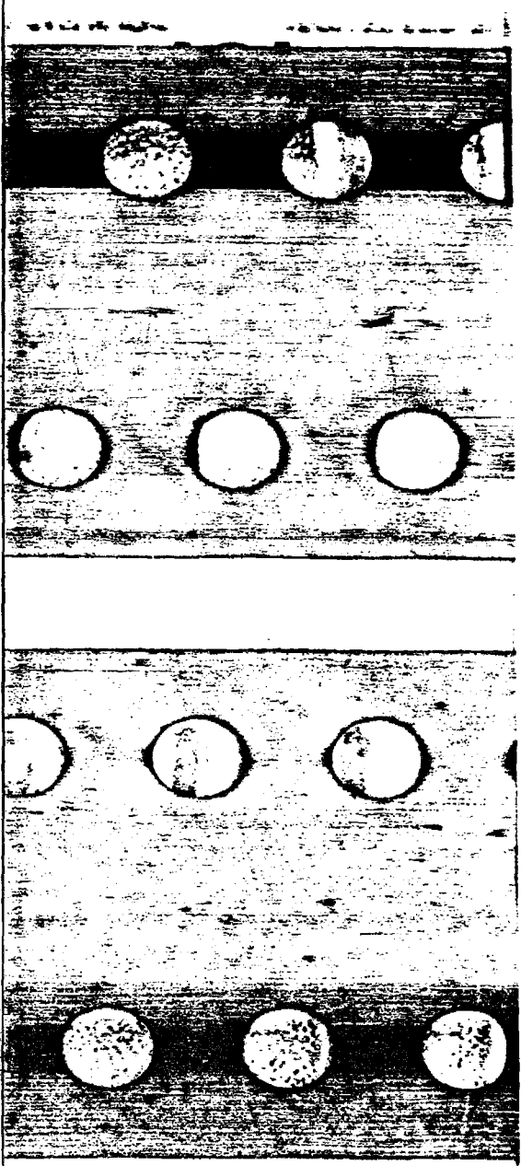
11. By Subordination, Non-Disturbance, Attornment and Estoppel Agreement of record in Book 7777, page 675, said Register's Office, the Lease of M & H Food Companies, Inc., (Malone & Hyde, Inc.), was made subordinate to the herein shown Deed of Trust.

12. All matters shown on the Plan of record in Book 6900, page 568, said Register's Office.

13. Terms and provisions contained in Deed of record in Book 7658, page 108, said Register's Office, and lack of ingress and egress to a portion of the property which has been conveyed to the State of Tennessee by deed of record in Book 7658, page 108, said Register's Office.

14. Anchor Easements granted to the Metropolitan Government of Nashville and Davidson County, acting by and through the Electric Power Board, of record in Book 5539, pages 783 and 784, said Register's Office.

8501G/11-15-89



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7986 PAGE 669

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
				9546860.08
				CON TX 31504.77
				PRFEE 1.00
				MDEED 15.00
				TOTAL 31520.77
				CHECK 31520.77
			11/17/89 01	14:25 0001 5519

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

83007

IDENTIF. TREFERENCE

NOV 17 2 27 PM '89

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY TN.

No. 268338