8457 TCS

c:...\rcm.dir\warrdeed.440
2-14-90

BOOK 8048 PAGE 353

This instrument was prepared by:
Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is **$1,165,048.00.**

Affiant

Subscribed and sworn to before me this 20th day of January, 1990.

Notary Public

My commission expires: 3-27-1993

04805 IDENTIF. TREFERENCE FEB 20 11 50 AM '90 FELIX DAVIDSON COUNTY TN.

SPECIAL WARRANTY DEED

Address New Owner:	**Send tax bills to:**	**Map & Parcel No.**
Elan-Polo, Inc.	**NEW OWNER**	**Map 118-4**
2981 Armory Drive		**Map 118-8**
Nashville, TN 37204		**Parcel 357**
		Parcel 3

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Four Forty Associates** (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto **Elan-Polo, Inc.** (the "Grantee"), its heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located west of Eugenia Avenue and south of I-440 and being more particularly described as follows:

BEGINNING at an iron pin in the southerly margin of I-440, said pin being in the westerly boundary of the property of Hazel O'Neal of record in Book 6289, page 783, R.O.D.C.;

THENCE, with said westerly boundary and the westerly boundary of Grandview Heights Subdivision of record in Book 161, page 14, R.O.D.C., the following calls:

S 11° 12' 19" W, 72.05 feet to an iron pin;
S 02° 43' 31" W, 149.05 feet to an iron pin;
S 04° 19' 18" W, 76.92 feet to an iron pin;
S 03° 59' 39" W, 282.70 feet to an iron pin;
S 01° 56' 58" W, 131.83 feet to an iron pin in the westerly margin of an alley;

THENCE, with said westerly margin, S 24° 11' 16" E, 153.51 feet to an iron pin;

THENCE, severing the property of subject owner, with the northerly margin of a proposed road, the following calls:

with a curve to the right 327.05 feet to an iron pin, said curve having a central angle of 27° 58' 04", a radius of 670.00 feet and a chord of N 81° 27' 03" W, 323.81 feet;

N 67° 28' 02" W, 106.80 feet to an iron pin;

with a curve to the left 201.32 feet to an iron pin, said curve having a central angle of 18° 18' 33", a radius of 630.00 feet and a chord of N 76° 37' 18" W, 200.46 feet;

THENCE, leaving said northerly margin, N 05° 08' 38" E, 738.74 feet to an iron pin in the southerly margin of I-440;

THENCE, with said margin S 84° 51" 22" E, 93.35 feet to a right-of-way monument;

THENCE, S 88° 20' 45" E, 443.02 feet o the point of beginning.

Containing 435,596 square feet or 10.00 acres, more or less.

Being a portion of the same property conveyed to Grantor by deed from Woodlawn Memorial Park of Nashville, Inc. of record in Book 5910, page 646, Register's office for Davidson County, Tennessee and a portion of the property conveyed to Grantor by deed from John W. Nelley, Jr, Trustee of record in Book 6652, page 479, Register's Office for Davidson County, Tennessee.

Grantor also conveys to Grantee a non-exclusive easement for ingress and egress from and to Melrose Avenue and utilities across the land owned by Grantor adjacent to the southerly boundary of the above described property and the intersection with Melrose Avenue and a fifteen foot alley on the east. Said easement shall automatically terminate upon the recordation of a deed conveying to The Metropolitan Government of Nashville and Davidson County, Tennessee a public right-of-way within said easement area and adjacent to the southerly boundary of the above described property.

This conveyance is subject to the following:

1. Real estate taxes for the year 1990 which have been prorated between Grantor and Grantee and are hereby assumed by Grantee.

2. Prior to construction of any improvements on the property conveyed herein, Grantee or any future owner shall obtain Grantors approval, which shall not be unreasonably withheld, of site and architectural plans for such improvements. No improvements shall consist of metal buildings and all construction shall be masonry or tilt-up concrete walls. All undeveloped portions of the property shall be properly maintained and grass mowed. These restrictions shall expire twenty-five (25) years from the date hereof. Grantor agrees that these restrictions shall be applicable to the remainder of the property conveyed to Grantor by deeds in Book 5910, page 646 and Book 6652, page 479, Register's Office for Davidson County, Tennessee.

TO HAVE AND to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns forever.

AND THE GRANTOR does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above.

AND THE GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor but not further.

WITNESS the execution of the Grantor this the 14th day of February, 1990.

FOUR FORTY ASSOCIATES

By: RCM INTERESTS, Partner

By: R.C. Mathews III

Its: General Partner

By: /s/ John W. Nelley, Jr.
John W. Nelley, Jr., Partner

By: Albert W. Buckley
Albert W. Buckley, Jr.,
attorney-in-fact

By: Albert W. Buckley
Albert W. Buckley, Jr., Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared R.C. Mathews, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is an authorized general partner of **RCM Interests**, a partner in **Four Forty Associates**, a Tennessee limited partnership, the within named bargainor, and that he as such partner executed the foregoing instrument on behalf of **RCM Interests** as a partner of **Four Forty Associates** for the purposes therein contained by signing the name of the partnership as a general partner.

WITNESS my hand and official seal at Nashville, Tennessee on this the 15th day of February, 1990.

Kim L. Wilson
NOTARY PUBLIC

My commission expires:
March 27, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Albert W. Buckley, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is an authorized general partner of **Four Forty Associates**, a partnership, the within named bargainor, and that he as such partner executed the foregoing instrument on behalf of **Four Forty Associates** for the purposes therein contained by signing the name of the partnership as a general partner.

WITNESS my hand and official seal at Nashville, Tennessee on this the 14th day of February, 1990.

Kim L. Wilson
NOTARY PUBLIC

My commission expires:
March 27, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

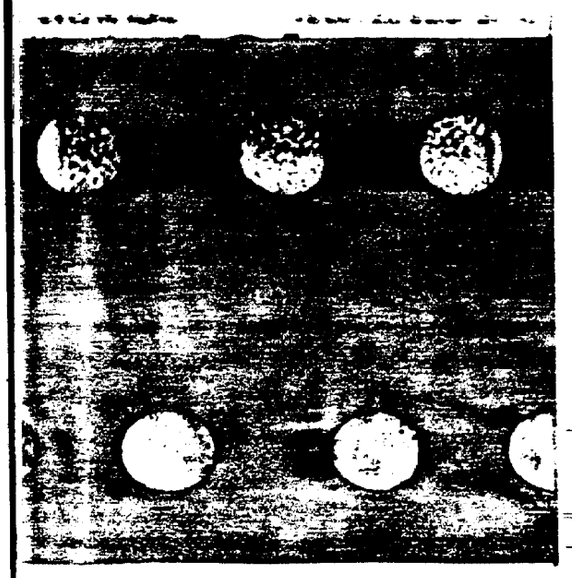
On this 14th day of February, 1990, before me personally appeared Albert W. Buckley, Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of John W. Nelley, Jr. and who acknowledged that he executed the same as the free act and deed of John W. Nelley, Jr. who is an authorized general partner of Four Forty Associates, a partnership, the within named bargainor, and that he as such partner executed the foregoing instrument on behalf of Four Forty Associates for the purposes therein contained by signing the name of the partnership as a general partner.

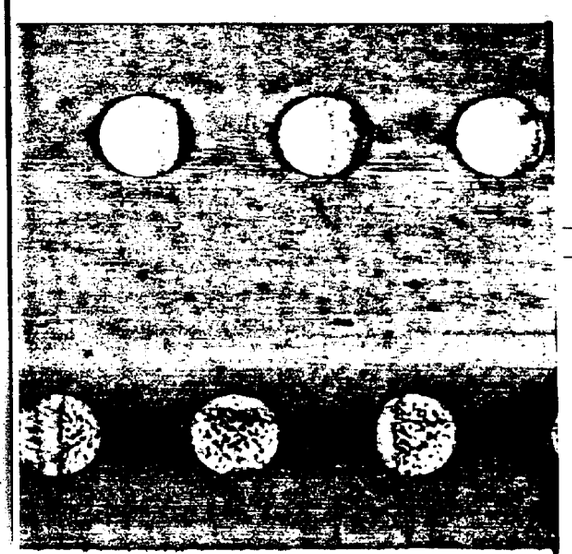
WITNESS my hand and official seal at office on this the 14th day of February, 1990.

Kim L. Wilson
Notary Public

My Commission expires: March 27, 1993

3993 02/20 0101 03CHECK 3857.50





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

RECEIVED OF _____

FOR _____

BOOK 8048 PAGE 357

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 1165048.00
CON TX 3844.50
PRFEE 1.00
WDEED 12.00
TOTAL 3857.50
CHECK 3857.50

02/20/90 01 11:49 0001 3993

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04805

IDENTIF. REFERENCE

FEB 20 11 50 AM '90

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 293980