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WARRANTY DEED

FROM: Eakin & Smith, L. P., a Tennessee limited partnership, Grantor

TO: Buttery-Scoles Leasing of Nashville, a general partnership, Grantee

This instrument was prepared by:
W. Fred Williams
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
2121 Metro Center Blvd. Nashville, Tn		70-16-17
	SAME	Field Book Numbers
		1W-19750;

1994 04/17 0101 03CHECK 18194.38

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is ~~Five Million Five Hundred Twenty Eight Thousand Five Hundred Sixteen and No/100 Dollars ($5,528,516.38).~~ Five million Five hundred Ten thousand Seven hundred ~~sixty seven~~ sixty-six and 00/100 Dollars ($5,510,746.00)

Affiant

SUBSCRIBED AND SWORN TO before me, this the 12th day of April, 1990.

Notary Public

My Commission Expires: 5/8/91

WHEREAS, by an Agreement dated November 21, 1988 (the "Agreement") among Eakin & Smith, Inc., a Tennessee corporation ("E&S"), Buttery-Scoles Leasing of Nashville, a general partnership composed of Harold D. Buttery, Miles E. Buttery and Martin H. Scoles ("Grantee"), and Scoles Cadillac of Nashville, Inc., a Tennessee corporation ("Scoles"), E&S agreed, among other things, to exchange the real property being conveyed by this Deed with Grantee for certain real property situated in Nashville, Davidson County, Tennessee, as shown on the Final Plat of Buttery-Scoles/Nashville Property, of record in Plat Book 6900, page 849, Register's Office for Davidson County, Tennessee (the "Broadway Property"); and

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WHEREAS, by an Assignment dated as of the 20th day of April, 1989 by and between E&S, as Assignor, and Eakin & Smith, L.P., a Tennessee limited partnership having E&S as its sole general partner ("Grantor"), as Assignee, E&S assigned, conveyed, transferred and set over unto Grantor, and Grantor assumed all of E&S' rights, obligations and privileges under the terms and provisions of the Agreement; and

WHEREAS, this Deed is being executed and delivered by Grantor for the purpose of consummating the exchange of real property pursuant to the Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, including the conveyance by Grantee to Grantor of the Broadway Property by Warranty Deed of even date herewith, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold and by these presents does transfer and convey unto Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

This is improved property.

This conveyance is expressly made subject to those items set forth on Exhibit B, attached hereto and incorporated herein by this reference.

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, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this Deed this 12 day of APRIL, 1990.

EAKIN & SMITH, L.P.

By: Eakin & Smith, Inc., general partner

By: John W Eakin

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public of said County and State, personally appeared John W. Eakin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of EAKIN & SMITH, INC., the General Partner of EAKIN & SMITH, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as President of EAKIN & SMITH, INC., the General Partner.

Witness my hand and seal, at Office in Nashville, this 12th day of April, 1990.

[illegible]
Notary Public

My Commission Expires: 5/3/91

1465E/04-12-90

EXHIBIT A

SURVEYOR'S DESCRIPTION

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being located in MetroCenter in the southeast quadrant of the intersection of Athens Way and MetroCenter Boulevard, also known as Lot 1 on the Plan of Resubdivision - Lot 2, MetroCenter Tract 22 of record in Plat Book 6900, page 905, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a concrete monument in the southerly margin of MetroCenter Boulevard, said monument being at the easterly end of the return of the intersection of said MetroCenter Boulevard and Athens Way;

THENCE, with margin of MetroCenter Boulevard and a curve to the right 693.51 feet to an iron pin, said curve having a central angle of 32° 33' 47", a radius of 1,220.24 feet and a chord of S 54° 19' 22" E, 684.21 feet;

THENCE, severing the lands of MetroCenter Properties of record in Book 4983, Page 781, R.O.D.C., S 34° 41' 13" W, 385.59 feet to an iron pin;

THENCE, N 58° 20' 24" W, 660.96 feet to an iron pin in the easterly margin of Athens Way;

THENCE, with said easterly margin, the following calls:

With a curve to the right, 77.00 feet to a concrete monument, said curve having a central angle of 08° 10' 12", a radius of 540.00 feet and a chord of N 28° 15' 58" E, 76.94 feet;

With a curve to the left 103.00 feet to a concrete monument, said curve having a central angle of 08° 56' 31", a radius of 660.00 feet and a chord of N 27° 52' 48" E, 102.90 feet;

N 23° 22' 56" E, 199.53 feet to a concrete monument;

With a curve to the right 75.06 feet, said curve having a central angle of 86° 00' 47", a radius of 50.00 feet and a chord of N 66° 23' 20" E, 68.21 feet to the point of beginning.

Containing 304,922 square feet or 7.00 acres, more or less.

Being the property conveyed to Eakin & Smith, L.P., a Tennessee limited partnership, by deed from MetroCenter Properties, a Tennessee general partnership, of record in Book 7862, page 314, Register's Office for Davidson County, Tennessee.

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EXHIBIT B

1. Taxes for 1990, a lien but not yet due and payable.

2. Colonial pipeline easement of record in Book 3644, page 3, Register's Office for Davidson County, Tennessee.

3. Pad Mounted Switch Easement of record in Book 5333, page 19, Register's Office for Davidson County, Tennessee.

4. Right of Way Agreement of record in Book 1450, pages 546 and 550, Register's Office for Davidson County, Tennessee.

5. Interceptor sewer easement of record in Book 2634, page 124, Register's Office for Davidson County, Tennessee.

6. Right of way easement of record in Book 3649, page 94, Register's Office for Davidson County, Tennessee.

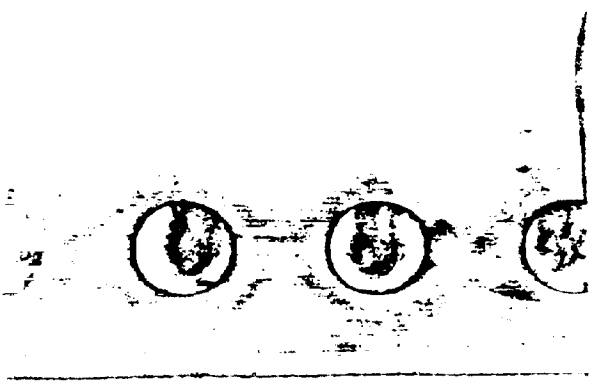
7. Restrictive covenants of record in Book 5225, pages 112 and 120, Book 5242, page 389, Book 5792, page 787, Book 7012, page 61, Book 7487, page 952, and Book 7862, page 314, Register's Office for Davidson County, Tennessee.

8. Those items as shown on the Plan of Resubdivision - Lot 2, MetroCenter, Tract 22, of record in Book 6900, page 905, Register's Office for Davidson County, Tennessee.

9. All matters shown on the As-Built Survey prepared by Barge, Waggoner, Sumner and Cannon dated March 7, 1990, last revised March 23, 1990.

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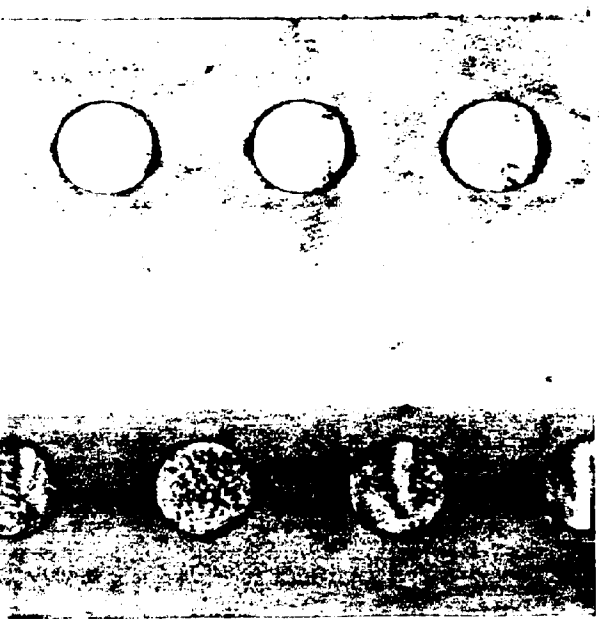


OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8090 PAGE 67



CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	6608646.01
			CON TX	18178.38
			PRFEE	1.00
			WDEED	15.00
			TOTAL	18194.38
			CHECK	18194.38
04/17/90		01	14:53 0001	1994

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19541

IDENTIF. REFERENCE

APR 17 2 54 PM '90

DAVIDSON COUNTY

No. 311094