File Box 41

WARRANTY DEED BOOK 8279 PAGE 982

FROM: Baldridge Development Co., Inc., Grantor

TO: Third National Bank in Nashville, the Grantee

This instrument was prepared by:
Lea W. Stouffer
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
Third National Bank in Nashville 444 James Robertson Parkway Nashville, TN 37219 Attn: Ben Pitts	Same	116-12-F-1CO 116-12-F-2CO 116-12-F-3CO 116-12-F-8CO FIELD BOOK NUMBERS 07DA-91990 07DA-91991 07DA-91992 07DA-91997

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00).

Ben Pitts
Affiant

SUBSCRIBED AND SWORN TO before me, this the 23 day of January, 1991.

Laura S. Grigsby
Notary Public

My Commission Expires: 9-24-94

FOR AND IN CONSIDERATION OF the sum of Two Hundred Sixty Thousand and No/100 Dollars ($260,000.00), the receipt and sufficiency of which are hereby acknowledged, Baldridge Development Co., Inc. (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto Third National Bank in Nashville (the "Grantee"), its successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

The Property is unimproved property, known as Lots 1, 2, 3 and 8 Wyndham Place, Nashville, Tennessee.

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

This Warranty Deed is executed, delivered and accepted as a partial payment of, and not as additional security for, the indebtedness described in that certain Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated October 28, 1986 executed by Grantor and Grantee, recorded on October 29, 1986, being of record in Book 7023, page 688, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Commitment Letter, Promissory Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranties dated June 8, 1987, appearing of record in Book 7267, page 542, Register's Office for Davidson County, Tennessee, as amended by Second Amendment to Commitment Letter, Promissory Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranties dated November 23, 1987, as amended by Third Amendment to Commitment Letter, Promissory Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranties dated as of October 28, 1988 appearing of record in Book 7740, page 119, said Register's Office and as amended by Fourth Amendment to Commitment Letter, Promissory Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranties dated as of October 28, 1989 (the "Deed of Trust"), as the same may be amended from time to time prior to the recording of this Warranty Deed. It is the intention of the Grantor to transfer absolute title to the Property to the Grantee free of any equity of redemption, statutory right of redemption and any other rights of redemption by the Grantor. In addition, the Grantor and the Grantee intend that by Grantor's execution hereof and the Grantee's acceptance hereof, the lien created by the Deed of Trust will not merge into the fee title acquired by the Grantee pursuant to this Warranty Deed.

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

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; has a good right to convey it, and the same is unencumbered and

unrestricted except as to those matters set forth on Exhibit B 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 Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth on Exhibit B to which this conveyance is expressly made subject.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, by and between Grantor and Grantee by which Grantor retains any rights to repurchase or reacquire the Property or any portion thereof.

Witness its hand this 22nd day of January, 1991.

BALDRIDGE DEVELOPMENT CO., INC.

BY: Thomas E Baldridge

TITLE: Chairman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Pruitt, a Notary Public of said County and State, personally appeared Thomas E. Baldridge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chairman (or other officer authorized to execute the instrument) of BALDRIDGE DEVELOPMENT CO., INC., the within named bargainor, a corporation, and that he as such Chairman executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as Chairman.

Witness my hand and seal, at Office in Nashville, this 22nd day of January, 1991.

Cathy H. Pruitt
Notary Public

My Commission Expires: 3/27/93

3787E/01-21-91

EXHIBIT A

Property Description

Land in Davidson County, Tennessee, being Lots 1,2,3, and 8 on the plan of Wyndham Chase, of record in Book 6900, page 101, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Baldridge Development Co., Inc., by warranty deed from Linda Sue Gingles and husband, Pat M. Gingles, of record in Book 6780, page 821, Register's Office for Davidson County, Tennessee.

IDENTIF. REFERENCE

87903

JAN 23 11 28 AM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

EXHIBIT B

Encumbrances

1. State and County real property taxes for 1990, a lien due and payable.

2. State and County real property taxes for 1991, a lien but not yet due and payable.

3. Deed of Trust from Baldridge Development Co., Inc. to Warren H. Wild, Jr., Trustee, for the benefit of Third National Bank in Nashville, of record in Book 7023, page 688, as amended in Book 7267, page 542, Book 7740, page 119, and Book 8035, page 497, Register's Office for Davidson County, Tennessee.

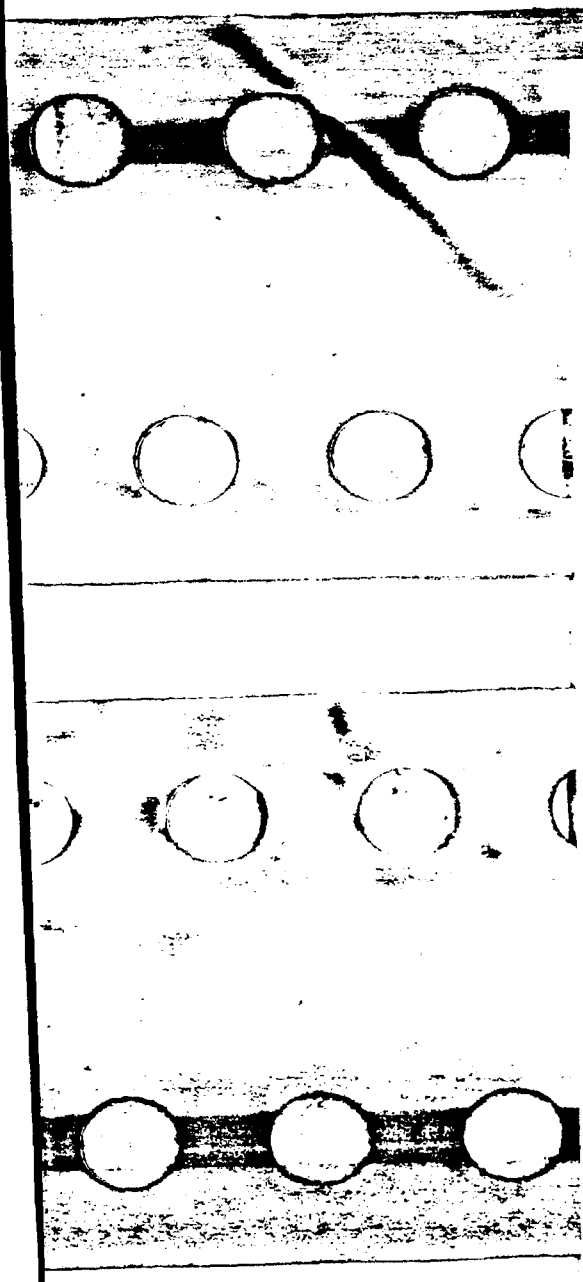
4. UCC-1 financing statement of record in Book 7023, page 707, and amended in Book 7267, page 549, said Register's Office.

5. All matters shown on the Plan of record in Book 6900, page 101, said Register's Office.

6. Declaration of Covenants, Conditions and Restrictions (including By-Laws) contained in instrument of record in Book 7019, page 922, amended and restated in Book 7419, page 217, and further amended in Book 7951, page 5, said Register's Office.

7. Easements of record in Book 6909, page 852, and in Book 6909, page 856, said Register's Office.

8. Deeds of Conveyance for water and sewer services of record in Book 8131, page 957, and in Book 8131, page 980, said Register's Office.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8279 PAGE 987

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 260000.00
DON TX 858.00
PRFEE 1.00
WDEED 15.00
TOTAL ~~874.00~~
CHECK ~~874.00~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01 23/91 01 11:26 0001 7603

87903

IDENTIF. REFERENCE

JAN 23 11 28 AM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 391441