This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street
Suite 2800
Nashville, Tennessee 37219

Map 143-2-A, Parcel 37
Field Book No. 9DZ-72964

Address New Owner/
Send Tax Bills to:
Third National Bank in
Nashville
Attn: Foreclosed Properties
444 James Robertson Parkway
Nashville, TN 37219

JUN 24 3 58 PM '91

IDENTIFICATION REFERENCE

2507.3

GENERAL WARRANTY DEED

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 considerations, the receipt and sufficiency of which are hereby acknowledged, JOHN R. BEESLEY, III, a resident of Nashville, Davidson County, Tennessee (hereinafter the "GRANTOR"), has bargained and sold, and by these presents does hereby transfer, assign and convey unto THIRD NATIONAL BANK IN NASHVILLE, a national banking association (hereinafter the "GRANTEE"), its successors and assigns, all that certain tract or parcel of land in Nashville, Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Land").

This conveyance also includes all right, title and interest of GRANTOR in and to the following described property comprising and/or relating to the Land, or any part thereof (the "Property"):

(a) All buildings, structures, and improvements of every nature whatsoever erected or situated in or upon the Land, or any part thereof.

(b) All building materials, furnishings, fixtures, equipment, machinery, goods, and other articles of personal property of every kind and nature whatsoever owned by GRANTOR and located in, on or about, or used or intended to be used with or in connection with the ownership, use, operation, development, construction or equipping of, the Land, or any part thereof, and all proceeds therefrom.

(c) All rights, titles, interests, estates, easements, privileges, tenements, servitudes, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Land, or any part thereof.

(d) All accounts and contract rights arising in connection with the Land, or any part thereof, and all rents, issues, profits and revenues of the Land, or any part thereof, from time to time accruing, whether under leases or tenancies now existing or otherwise.

(e) All judgments, awards of damages, settlements and payments, including interest thereon, made or to be made as a

result of or in lieu of any taking of the Land, or any part thereof, under the power of eminent domain or otherwise, or for any damage (whether caused by such taking or otherwise) to the Land, or to any part thereof, or to any rights appurtenant thereto.

This is improved property known as 509 Harpeth Trace Drive, Nashville, Tennessee 37221.

TO HAVE AND TO HOLD the Land and the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, and GRANTEE'S successors and assigns, forever; and GRANTOR covenants with the said GRANTEE that GRANTOR is lawfully seized and possessed of said property in fee simple, has a good right to convey it, and the same is unencumbered, except for the matters set forth on Exhibit B, attached hereto and incorporated herein by reference; and GRANTOR further covenants and binds himself, and his heirs and assigns, to warrant and forever defend the title to said property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

This General Warranty Deed is executed and delivered by GRANTOR and accepted by GRANTEE in full satisfaction of the indebtedness evidenced by that certain Deed of Trust Note, dated December 1, 1988, executed by GRANTOR, as maker, payable to the order of GRANTEE, in the original principal amount of Three Hundred Thirty Thousand Dollars ($330,000.00), as modified by that certain First Modification Agreement, dated December 11, 1989, and as further modified by that certain Second Modification Agreement, dated June 26, 1990, both executed by GRANTOR and GRANTEE, and described in and secured by: (a) that certain Deed of Trust, Assignment of Leases and Security Agreement, dated December 1, 1988, executed by GRANTOR and wife, Kathryn S. Beesley, to Mark E. Morrison, Trustee, for the benefit of GRANTEE, of record in Book 7717, page 509, Register's Office for Davidson County, Tennessee; (b) that certain Conditional Assignment of Rentals, dated December 1, 1988, executed by GRANTOR and wife, Kathryn S. Beesley, to GRANTEE, of record in Book 7717, page 525, said Register's Office; (c) that certain UCC-1 Financing Statement, naming GRANTOR, as debtor, and GRANTEE, as secured party, of record in Book 7717, page 529, said Register's Office; and (d) that certain UCC-1 Financing

Statement, naming GRANTOR, as debtor, and GRANTEE, as secured party, bearing File No. 612671, filed with the Tennessee Secretary of State (said Deed of Trust, Assignment of Leases and Security Agreement; Conditional Assignment of Rentals; and UCC-1 Financing Statements being, collectively, the "Collateral Documents").

It is the express intention of the GRANTOR and the GRANTEE that this conveyance be an absolute conveyance to GRANTEE of all of the GRANTOR'S right, title and interest in and to the property herein described. It is further the express intention of the GRANTOR and the GRANTEE that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Collateral Documents shall not merge into the right, title and interest in and to the property herein described acquired by the GRANTEE pursuant to this General Warranty Deed, but that such interests shall be and remain at all times separate and distinct, notwithstanding any union of said interests in the GRANTEE at any time by purchase, termination or otherwise, and that the liens and/or security interests granted to the GRANTEE in or upon the property set forth and described in the Collateral Documents shall be and remain at all times valid and continuous liens and/or security interests against said property until GRANTEE forecloses said liens and/or security interests or expressly releases and/or discharges said liens and/or security interests by a duly executed and recorded instrument.

Kathryn S. Beesley, wife of GRANTOR, joins herein for the purposes of conveying any and all right, title and interest she may have in and to the Land and/or the Property, by virtue of the marital relationship or otherwise.

IN WITNESS WHEREOF, the GRANTOR has caused this General Warranty Deed to be executed this 19th day of June, 1991.

John R. Beesley III

JOHN R. BEESLEY, III

Kathryn S. Beesley

KATHRYN S. BEESLEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, John R. Beesley, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 19th day of June, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Kathryn S. Beesley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 19th day of June, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $177,176.13.

AFFIANT

THIRD NATIONAL BANK IN NASHVILLE

BY: Madison B Davis

ITS: Commercial Loan Officer

Subscribed and sworn to before me this 19th day of June, 1991.

Susan A. Crews
Notary Public

My Commission Expires: 11-21-92

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 37 on the Plan of Phase Three, Harpeth Trace Estates, as shown on plat, of record in Plat Book 5200, pages 751 thru 753, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to John R. Beesley, III, by Quitclaim Deed from John R. Beesley, III, and Jerome Rosenblum, of record in Book 7717, page 507, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Exceptions

1. 1989 real estate taxes, plus penalties, interest, costs and expenses.

2. 1990 real estate taxes, plus penalties and interest.

3. 1991 real estate taxes, a lien, but not yet due and payable.

4. Deed of Trust, Assignment of Leases and Security Agreement, dated December 1, 1988, executed by John R. Beesley, III, and wife, Kathryn S. Beesley, to Mark E. Morrison, Trustee, for the benefit of Third National Bank in Nashville, of record in Book 7717, page 509, Register's Office for Davidson County, Tennessee.

5. Conditional Assignment of Rentals, dated December 1, 1988, executed by John R. Beesley, III, and wife, Kathryn S. Beesley, to Third National Bank in Nashville, of record in Book 7717, page 525, said Register's Office.

6. UCC-1 Financing Statement, naming John R. Beesley, III, as debtor, and Third National Bank in Nashville, as secured party, of record in Book 7717, page 529, said Register's Office.

7. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title set forth in restrictions recorded in Book 5380, pages 357 through 377, said Register's Office, as amended and made applicable by Book 6274, page 148, said Register's Office, and in any allied instrument(s) referred to in said restrictions.

8. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 5120, pages 208 through 227, as amended by Book 5178, page 138, said Register's Office. The Declaration is further evidenced by a Notice, of record in Book 5120, page 918, and by Instrument of Correction, of record in Book 5182, page 767, as amended by Book 5182, page 769, said Register's Office.

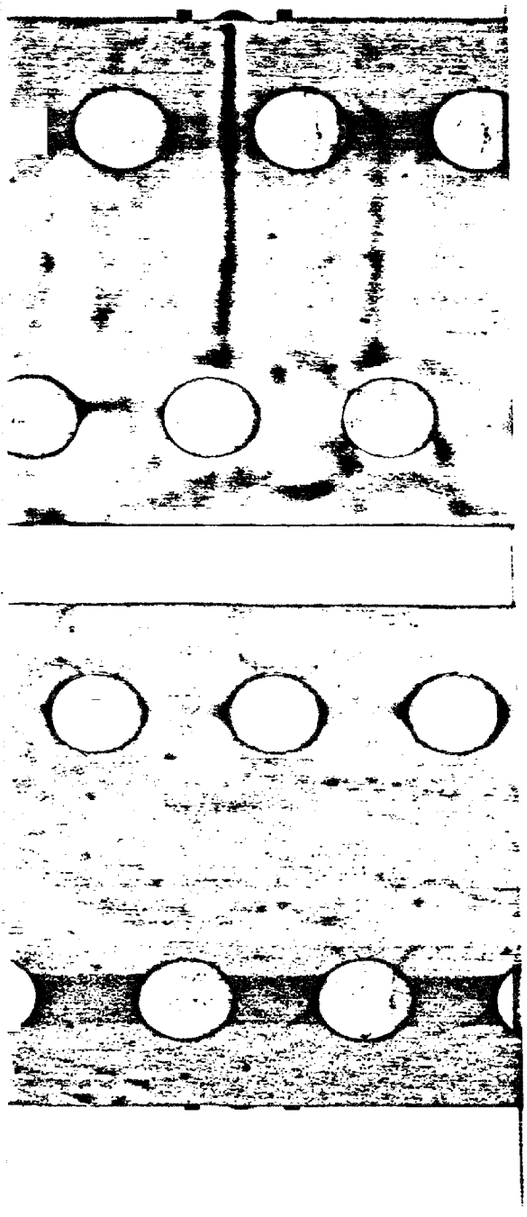
9. Charter of Harpeth Trace Services Association, of record in Book 5120, page 199, said Register's Office.

10. Easement(s) as set forth in instrument recorded in Book 6407, page 892, said Register's Office.

11. Terms and conditions of Agreement, of record in Book 5102, page 956, said Register's Office.

12. All matters shown on Plat recorded in Book 5200, pages 751, 752 and 753, said Register's Office.

7151 96.24 0101 03CHECK 603.76



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8381 PAGE 733

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

	CAMT
	~~177176.13~~
CON TX	~~584.76~~
PRFEE	1.00
WDEED	18.00
TOTAL	603.76
CHECK	603.76

06/24/91 01 15:59 0001 7151

25073.

IDENTIFICATION REFERENCE

JUN 24 3 58 PM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 434150