SPIVA/COOKE
BBSJR/jas
6/24/91

BOOK 8385 PAGE 923

ADDRESS NEW OWNERS:	TAX RESPONSIBILITY:	MAP-PARCEL NOS.
G. Edward Cooke and Nancy B. Cooke c/o Cooke Properties 345 24th Avenue, North Suite 103 Park Plaza Medical Building Nashville, TN 37203	SAME	Map 104-2 Parcel 326 Field Book No. 21W-02219
THIS INSTRUMENT PREPARED BY: WHITE & REASOR, 3305 WEST END AVENUE, NASHVILLE, TENNESSEE 37203		

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, George N. Spiva, Trustee for the benefit of West End Associates, II, a Tennessee general partnership, with full power, authority, and right to sell, mortgage, lease, rent and convey by deed, or otherwise, all or any part of the hereinafter described property without the joinder of any beneficiary ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto G. Edward Cooke and wife, Nancy B. Cooke ("Grantees") their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference (the "Property"). Without limitation, Grantor conveys to Grantees all of the right, title, and interest of Grantor in and to the existing billboard located on the Property.

This conveyance of the Property and all covenants and warranties contained herein are made expressly subject to those matters set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.

2 6 5 6 9

Jun 28 10 50 AM '91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $735,000.00.

Affiant

SUBSCRIBED AND SWORN to before me, this 28th day of June, 1991.

10/9/91
My Commission Expires

Julia Ann Sherron
Notary Public

TO HAVE AND TO HOLD the said Property with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever. Grantor covenants with Grantees that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered except as set forth hereinabove.

Grantor further covenants and binds himself, in his fiduciary capacity, his successors-in-trust and assigns, to warrant and forever defend the title to the Property to the Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

This is improved/unimproved Property known as 2926-2930 West End Avenue, Nashville, Tennessee 37203.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed on this 28th day of June, 1991.

GRANTOR:

George N. Spiva, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Julia Ann Sherron, a Notary Public for the State and County aforesaid, George N. Spiva, Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 28th day of June, 1991.

My commission expires:
10/9/91

Julia Ann Sherron
Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being the following described portions of Lots Nos. 1 and 2 on the Plan of Euclid Subdivision of a part of lots 42 and 43, Boyd Cockrill Spring Tract, being a part of Lot No. 42, as of record in Book 421, page 86, Register's Office for said County, and described according to a survey by R. L. Montoya-Land Surveying, Inc., dated November 30, 1990, Job No. 90-11-92, as follows:

Beginning at a P.K. Nail in the easterly margin of 30th Ave. North and the southerly margin of a fifteen foot alley; thence along the southerly margin of a fifteen foot alley, North 53 degrees 57 minutes 47 seconds East 103.45 feet to an iron pin; thence along the easterly line of this described tract and the westerly line of John E. Patton's property as of record in Deed Book 4752, page 248, Register's Office for Davidson County, Tennessee, South 32 degrees 16 minutes 58 seconds East 120.30 feet to a point in the northerly margin of West End Ave. as presently located; thence, along said northerly margin South 42 degrees 38 minutes 01 seconds West 93.75 feet to a point; thence, with a curve to the right having a radius of 10.10 feet a distance of 18.53 feet to a point in the easterly margin of 30th Ave. North as presently located; thence, along said easterly margin North 32 degrees 16 minutes 27 seconds West 128.16 feet to the point of beginning, containing 0.31 acres, more or less.

BEING the same property conveyed to George N. Spiva, Trustee, by deed from Metropolitan Federal Savings and Loan Association, successor by merger to Home Federal Savings and Loan Association, of record in Book 8254, page 283, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

EXCEPTIONS

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1. Real estate taxes and assessments for 1991, which are a lien, not yet due and payable, and which are assumed by Grantees.

2. Easement for a public alley, granted City of Nashville, by Joe Werthan, Trustee as of record in Book 2096, page 353, being across the rear of the property, as shown by the shaded area on the survey of Hickerson & Hickerson, Engineers, dated March 12, 1964.

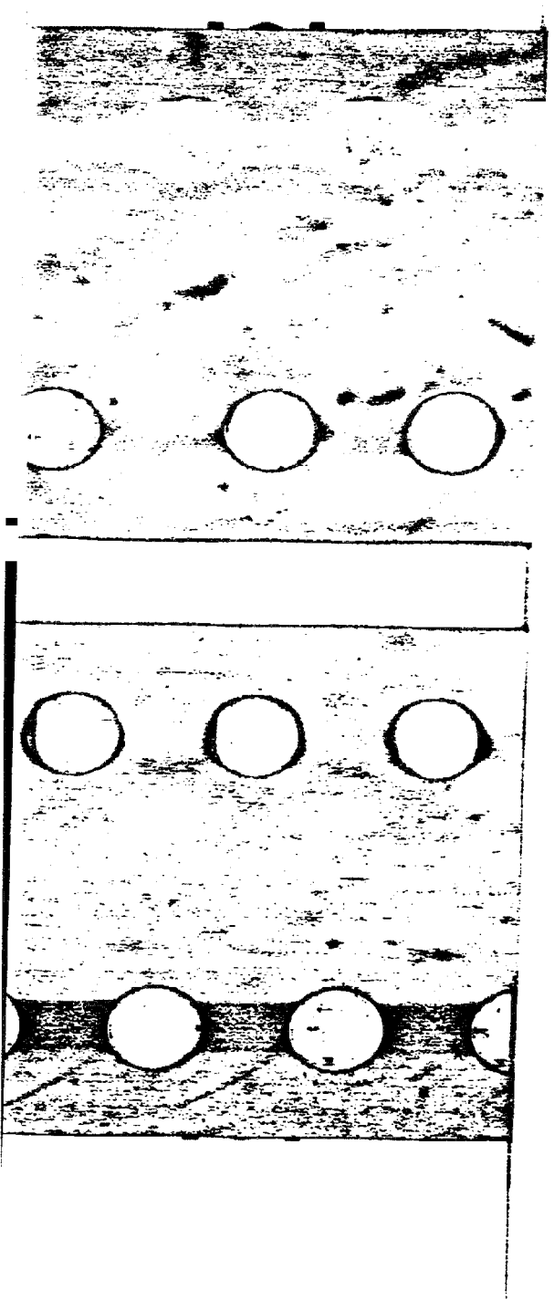
3. Such rights as the property owners adjoining on the easterly side may have in and to a common wall existing on the easterly property line.

4. Rights of tenants under unrecorded leases:
   (a) Fashion, Inc.
   (b) Metropolitan Federal Savings and Loan Association

5. All matters shown on the survey of Rocky L. Montoya, R.L.S., No. 697, Job No. 90-11-92, dated November 29, 1990, and surveyor's report dated November 29, 1990.

6. Commercial Loan Deed of Trust, Assignment of Rents and Security Agreement executed by GEORGE N. SPIVA, TRUSTEE, WITH FULL POWER TO MORTGAGE, ASSIGN, TRANSFER, AND CONVEY WITHOUT THE JOINDER OF ANY BENEFICIARY to EDWIN W. MOATS, JR., TRUSTEE, of record in Book 8254, page 287, said Register's Office, dated December 7, 1990, to secure to Metropolitan Federal Savings and Loan Association, an indebtedness in the amount of $458,250.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fees. (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.)

8868 06/28 0101 03CHECK 2438.50



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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

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

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 735000.00
				CON TX 2425.50
				PRFEE 1.00
				WDEED 12.00
				TOTAL 2438.50
				CHECK 2438.50
06/28/91	01			10:50 0001 8868

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

26569

IDENTIFICATION REFERENCE

JUN 28 10 50 AM '91

No. 435855