#76863

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (CDB) LJL
2700 First American Center
Nashville, Tennessee 37238 Box 18

GENERAL WARRANTY DEED

BOOK 8465 PAGE 77

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
Massey Holdings, Inc. 40475 Ann Arbor Road Plymouth, MI 48170 Attn: Warren R.Musson	Same	Map 70-16 Parcel 17 Map 81-4 Parcel 228

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 including the assumption by Grantee of the indebtednesses listed on Exhibit B, the receipt of which is hereby acknowledged, BUTTERY-SCOLES LEASING OF NASHVILLE, a general partnership consisting of Harold D. Buttery and Martin H. Scoles ("Grantor") has bargained and sold, and by these presents transfers and convey unto MASSEY HOLDINGS, INC., a Michigan corporation ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A attached hereto.

This is improved property known as 2121 Metro Center Boulevard, Nashville, Tennessee.

Said property is conveyed subject to the matters listed on Exhibit C attached hereto.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that, subject to the matters set forth on Exhibit C, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered except as set forth on Exhibit C.

Grantor further covenants and binds itself and its successors to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth on Exhibit C.

Grantee joins in this conveyance to confirm the assumption of the indebtedness secured by the deeds of trust listed on Exhibit B.

WITNESS our hands this 28 day of JUNE, 1991, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

BUTTERY SCOLES LEASING OF NASHVILLE

By: Harold D. Buttery
Harold D. Buttery

By: Martin H. Scoles
Martin H. Scoles

5.4 7.2 6

IDENTIFICATION REFERENCE

Oct 17 10 00 AM '91

STATE OF ~~TENNESSEE~~ MICHIGAN)
COUNTY OF ~~DAVIDSON~~ WAYNE)

MELISSA M. HENAUGHEN
Notary Public, Wayne County, MI
My Commission Expires Aug. 23, 1993

Personally appeared before me, the undersigned, a Notary Public, Harold D. Buttery, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of Buttery-Scoles Leasing of Nashville, a partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

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

Melissa M Henaughen
Notary Public

My Commission Expires:

08-23-93

STATE OF ~~TENNESSEE~~ MICHIGAN)
COUNTY OF ~~DAVIDSON~~ WAYNE)

MELISSA M. HENAUGHEN
Notary Public, Wayne County, MI
My Commission Expires Aug. 23, 1993

Personally appeared before me, the undersigned, a Notary Public, Martin H. Scoles, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of Buttery-Scoles Leasing of Nashville, a partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

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

Melissa M Henaughen
Notary Public

My Commission Expires:

08-23-93



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, Harold D. Buttery, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a partner of Buttery-Scoles Leasing of Nashville, a partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

WITNESS my hand, at office, this 11th day of October, 1991.

Laura Lincoln
Notary Public

My Commission Expires:
5-22-93

GRANTEE:
MASSEY HOLDINGS, INC.

By: Musson
Its: PRESIDENT

STATE OF Tennessee)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, Warren R. Musson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a president of Massey Holdings, Inc., a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 11th day of October, 1991.

Laura Lincoln
Notary Public

My Commission Expires:
5-22-93

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $4,784,482.35.

Affiant

Sworn to and subscribed before me this 11th day of October, 1991.

Notary Public

My Commission Expires:
5-28-93

EXHIBIT A

Tract 1:

Being Lot No. 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 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 and 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 same property conveyed to Buttery-Scoles Leasing of Nashville, a General Partnership, by deed of record in Book 8090, page 62, Register's Office for Davidson County, Tennessee.

Tract 2:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision-Lot 2, MetroCenter, Tract 22, as shown on the Subdivision Plat entitled "Resubdivision-Lot 2, MetroCenter, Tract 22:, as recorded on May 18, 1989, in Book 6900, page 905, in the Register's Office for Davidson County, Tennessee, to which Plan reference is made for a more complete description.

Being the same property conveyed to Buttery-Scoles Leasing of Nashville, a general partnership composed of Harold D. Buttery, Martin H. Scoles and Miles E. Buttery, by deed from MetroCenter Properties, a Tennessee General Partnership, as Debtor-in-Possession, of record in Book 8071, page 787, Register's Office for Davidson County, Tennessee.

A new survey has not been performed in connection with this transaction. The foregoing descriptions are the same as in the prior deeds.

EXHIBIT B

1. Principal and interest thereon accruing from February 11, 1991, to date of closing owing on first mortgage note to GMAC with principal balance not exceeding $4,374,482.35.

2. Mortgage indebtedness to Third National Bank in Nashville with total indebtedness not to exceed $350,000.00 plus interest thereon accruing from February 11, 1991, to date of closing.

3. Note to GMAC secured by fixed assets, in principal amount not to exceed $718,068.00, plus interest thereon accruing from February 11, 1991, to date of closing.

4. Principal and interest thereon accruing from February 11, 1991, to date of closing owing on note to First Union Bank with principal balance of indebtedness not to exceed $60,000.00

3352 10/17 0101 03CHECK 17724.65

1. Taxes for the 1991 and thereafter, a lien but not yet due and payable.

2. Deed of Trust and Assignment of Lease executed by Buttery-Scoles Leasing of Nashville to William Thomas McHugh, Trustee, dated April 12, 1990 and recorded in Book 8090, page 68, Register's Office of Davidson County, Tennessee, in favor of General Motors Acceptance Corporation, as amended by Amendment to Deed of Trust and Assignment of Lease and Amendment to Security Agreements recorded in Book 8102, page 797 (Tract 1).

3. UCC-1 Financing Statement naming Buttery-Scoles Leasing of Nashville as Debtor and General Motors Acceptance Corporation as Secured Party, filed April 23, 1990, of record in Book 8093, page 807 (Tract 1).

4. UCC-1 Financing Statement naming Scoles Cadillac of Nashville, Inc. as Debtor and General Motors Acceptance Corporation as Secured Party, filed April 23, 1990, of record in Book 8093, page 810 (Tract 1).

5. Deed of Trust executed by Buttery-Scoles Leasing of Nashville to Jon E. Hastings, Trsutee, dated January 17, 1990, of record in Book 8071, page 793, assigned to Third National Bank in Nashville by Collateral Assignment of Note and Deed of Trust of record in Book 8090, page 149 (Tract 2).

6. Plan of record in Book 6900, page 905 (Tracts 1 and 2).

7. Colonial Pipeline easement of record in Book 3644, page 3 (Tract 1).

8. Pad Mounted Switch Easement of record in Book 5333, page 19 (Tracts 1 and 2).

9. Right of Way Agreement of record in Books 1450, page 546 and 550 (Tract 1).

10. Interceptor sewer easement of record in Book 2634, page 124 (Tract 1).

11. Right of way easement of record in Book 3649, page 94 (Tract 1).

12. 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 (Tract 1).

13. Matters shown by the As-Built Survey of Barge, Waggoner, Sumner and Cannon, dated March 7, 1990, last revised March 23, 1990 (Tract 1).

14. Restrictive covenants of record in Book 5225, page 112 and 120, Book 5242, page 389, Book 5792, page 787, and Book 7012, page 61 (Tract 2).

15. Declaration of Agreements, Charges, Assessments and Liens of record in Book 7487, page 952 (Tract 2).

16. Declaration of Special Covenants and Restrictions contained in Special Warranty Deed of record in Book 8071, page 787 (Tract 2).

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8465 PAGE 84

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 4784482.35
				CON TX 17702.65
				PRFEE 1.00
				WDEED 21.00
				TOTAL 17724.65
				CHECK 17724.65
10/17/91	01			10:01 0001 3352

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5.47.26

REGISTER'S OFFICE

OCT 17 10 00 AM '91

No. 468110