THIS INSTRUMENT PREPARED BY:

JAMES C. DALE, III
Attorney at Law
221 4th Ave. North, 5th Fl.
P. O. Box 2868
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $357,924.71.

George Sheram
AFFIANT

Subscribed and sworn to before me this 13th day of December, 1991.

S. Tommy Hatch
NOTARY PUBLIC
My Commission Expires: 3/21/93

ADDRESS NEW OWNER AS FOLLOWS:

Harris & Ezell Equipment Co.
5100 Linbar Drive
Nashville, TN 37211

SEND TAX BILLS TO:

Same

MAP/PARCEL #:

Map 148
Parcel 171

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, including the assumption by the hereinafter named Grantee of the payment of the balance due on a certain Promissory Note hereinafter described, Treetop Enterprises, Inc., a Tennessee corporation, Grantor herein, has bargained and sold, and by these presents does transfer and convey unto Harris & Ezell Equipment Co., a Tennessee general partnership composed of W. E. Ezell, III and N. P. Harris, Grantees herein, their heirs, successors and assigns, a certain parcel of land in Davidson County, Tennessee, described as follows:

Being Lot No. 4 on the Plan of the resubdivision of Lot 4, Century Park, of record in Book 5200, Page 370, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at an iron pin in the northeast margin of Linbar Drive, said iron pin also being the most southerly corner of the Robert D. Fulcher property, as of record in Book 5396, Page 391, Register's Office for Davidson County; thence leaving the Linbar Drive margin and with Fulcher's southeast boundary line, north 47 degrees 23 minutes east, 142.28 feet to an iron pin in a fence row in the southwest margin of I-24; thence, leaving said Fulcher property and with the fence and the I-24 southwest margin, south 30 degrees 14 minutes east, 180.50 feet to an iron pin; thence, leaving said fence row and I-24 margin and with a new line separating the property herein described and the Browning and Scott property, as of record in Book 4903, Page 490, south 59 degrees 51 minutes west, 128.78 feet to an iron pin in the northeast margin of Linbar Drive; thence, with said Linbar Drive margin, north 30 degrees 9 minutes west, 52.77 feet to a concrete monument at the point of curvature of a curve to the left; thence with said curve having a central angle of 12 degrees 28 minutes 42 seconds and a curve length of 97.74 feet back to the point of beginning, containing 0.50 acres (21,780 square feet), more or less.

Being the same property conveyed to Treetop Enterprises, Inc., by Deed from Linbar Office Building Partnership, of record in Book 8229, Page 755, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. The Deed of Trust of record in Book 8243, page 227, Register's Office for Davidson County, Tennessee, securing a certain Promissory Note dated the 20th day of November, 1990, from Treetop Enterprises, Inc. to Third National Bank in Nashville, in the original principal amount of Three Hundred Fifty Thousand Dollars ($350,000.00), together with interest, and payable as therein set forth.

2. Matters shown on the Plan of record in Book 5200, page 370, Register's Office for said county.

This is improved property known as 5100 Linbar Drive, Nashville, Tennessee 37211.

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 it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out. And Grantor does further covenant and bind itself, 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.

By the signatures of its general partners below, Grantee hereby agrees to assume the payment of the herein described Promissory Note, to make all payments due thereunder in a timely manner, and to abide by the terms thereof and of said Deed of Trust.

Third National Bank in Nashville, the owner and holder of said Promissory Note, executes this Deed for the sole purpose of evidencing its knowledge of, and consenting to, the herein described assumption.

WITNESS our hands this 16th day of Dec, 1991.

GRANTOR: 0077 02/11 0101 03CHECK 1334.23

TREETOP ENTERPRISES, INC.

By: George Swan

Its: Secretary

GRANTEE:

HARRIS & EZELL EQUIPMENT COMPANY

By: N P Harris, Partner
N. P. Harris
General Partner

By: W E Ezell
W. E. Ezell, III
General Partner

NOTEHOLDER:

THIRD NATIONAL BANK IN NASHVILLE

By: Jerry Kyle

Its: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, S Tommy Hatch, a Notary Public in and for the State and County aforesaid, personally appeared George Shearer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary, of Treetop Enterprises, Inc., the within named Grantor, a corporation, and that he, as such Secretary, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its Secretary.

Witness my hand and seal, this 13th day of December, 1991.

S. Tommy Hatch
NOTARY PUBLIC
My Commission Expires: 5/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, S Tommy Hatch, a Notary Public in and for said State and County, the within named N. P. Harris, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 13th day of December, 1991.

S. Tommy Hatch
NOTARY PUBLIC
My Commission Expires: 5/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, S Tommy Hatch, a Notary Public in and for said State and County, the within named W. E. Ezell, III, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of December, 1991.

S. Tommy Hatch
NOTARY PUBLIC
My Commission Expires: 5/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Diana L. Rush, a Notary Public in and for the State and County aforesaid, personally appeared Teresa Kirby, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President, of Third National Bank in Nashville, the within named Grantor, a corporation, and that he, as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its Vice President.

Witness my hand and seal, this 30th day of January, 1992.

Diana L. Rush
NOTARY PUBLIC
My Commission Expires: 9/26/92

8.3 1:8.6.

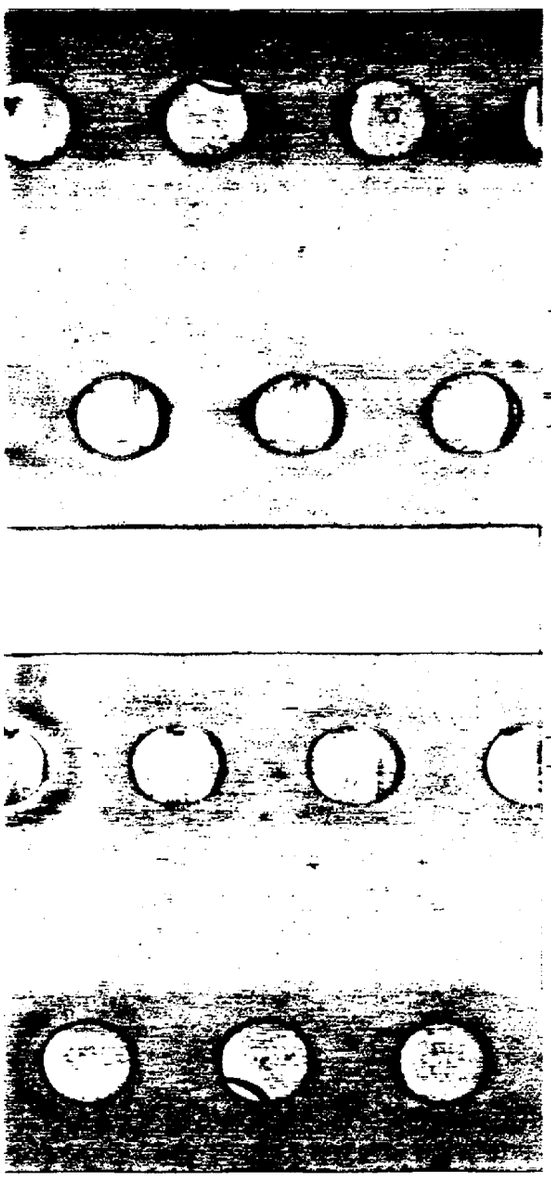
IDENTIFICATION REFERENCE

FEB 11 8 09 AM '92

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

PICK-UP

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



RECEIVED OF _____

FOR _____

BOOK 8547 PAGE 476

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	
				357924.71
			CON TX	1324.23
			PRFEE	1.00
			WDEED	9.00
			TOTAL	1334.23
			CHECK	1334.23
02/11/92	01		08:30 0001	0077

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

8.31:8.6.

IDENTIFT REFERENCE

FEB 11 8 30 AM '92

FELIX Z. WILSON II Register
DAVIDSON COUNTY, TN

No. 500663