Prepared By: A. Harrison Johnson, Jr., Esquire
A. Harrison Johnson, Jr., P.C.
2021 Richard Jones Road, Suite 230
P. O. Box 150909
Nashville, Tennessee 37215

BOOK 8610 PAGE 655

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
	ATTN: Mortgage Loan Dept.	map. 26
Woodmen of the World Life Insurance Society (NAME)	Woodmen of the World Life Insurance Society (NAME)	par. 104
Woodmen Tower, 1700 Farnam Street (STREET ADDRESS OR ROUTE NUMBER)	Woodmen Tower, 1700 Farnam Street (STREET ADDRESS)	
Omaha, Nebraska 68102 (CITY) (STATE) (ZIP)	Omaha, Nebraska 68102 (CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,921,493.89.

Subscribed and sworn to before me, this the 27th day of April, 1992.

A. Harrison Johnson
Affiant

My Commission Expires: July 24, 1993 (Affix Seal)
Sylvia L. Roper
Notary Public

(FOR REGISTER'S USE)

TRUSTEE'S DEED AND BILL OF SALE

THIS INDENTURE, made and entered into on this 27th day of April, 1992, by and between **A. HARRISON JOHNSON, JR., TRUSTEE, FIRST PARTY**, and **WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY**, a Nebraska fraternal benefit society, **SECOND PARTY.**

W I T N E S S E T H:

WHEREAS, by a Deed of Trust, Security Agreement and Assignment of Leases and Rents (the "Deed of Trust") dated November 29, 1983, of record in **Book 6183, Page 655**, Register's Office for Davidson County, Tennessee, **COMPANY STORES CAPITAL CORP.**, a Tennessee corporation, conveyed to **A. HARRISON JOHNSON, JR., TRUSTEE**, the hereinafter described Property and Other Assets to secure the payment of a Promissory Note (the "Note") in the original principal sum of $2,675,000; and

WHEREAS, default was made in the payment of said Note and **WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY** directed **A. HARRISON JOHNSON, JR., TRUSTEE**, to advertise and sell said Property and Other Assets in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms and provisions of said Note and Deed of Trust; and

WHEREAS, pursuant to said Notice of Foreclosure and Notice of Public Sale of Personal Property by Secured Party, **A. HARRISON JOHNSON, JR., TRUSTEE**, did advertise said Property and Other Assets for sale in accordance with the terms and provisions of said Note and Deed of Trust, notices of the time and place of said sale being published in *The Nashville Record* on March 26, April 2 and April 9, 1992; and

WHEREAS, FIRST PARTY did offer said Property and Other Assets for sale at the front door of the Courthouse, Nashville, Davidson County, Tennessee, on April 27, 1992, at 12:00 Noon, and **SECOND PARTY**, being the highest and best bidder thereof, became the purchaser of said Property and Other Assets at and for the sum of $2,921,493.89, and said sum of said bid having been paid, the receipt therefor is hereby acknowledged.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, FIRST PARTY (only in his capacity as Trustee under the Deed of Trust) has this day bargained and sold and does by these presents transfer and convey unto **SECOND PARTY**, its successors and assigns, the following described real property, situated in Davidson County, Tennessee (the "Property" herein):

(1) A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, City of Goodlettsville, Tennessee and being Lot No. 4 on the Plan of Section 8, Northgate Park, of record in Book 5200, Page 512, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin lying on the westerly margin of Conference Drive, said iron pin being 887.48 feet more or less along said margin from the southerly margin of Long Hollow Pike; thence with the westerly margin of Conference Drive South 22° 32' 42" West 360 feet to an iron pin; thence southerly with the westerly margin of Conference Drive along a curve to the left having a radius of 472.40 feet and having a chord bearing and distance of South 7° 04' 43.5" West, 251.951 feet, a distance of 255.04 feet to an iron pin; thence leaving said margin South 81° 36' 45" West 315.73 feet to an iron pin lying on the easterly margin of the controlled access right-of-way for Interstate 65; thence with said margin North 21° 16' 46" West 280.65 feet to an existing highway right-of-way monument; thence North 5° 06' 22" West 192.16 feet to an existing highway right-of-way monument; thence North 00° 24' 49" West 270.43 feet to an iron pin; thence leaving said margin North 89° 35' 11" East 367.66 feet to an iron pin; thence South 67° 27' 18" East 254.10 feet to the point of beginning, and containing 325,593 square feet or 7.475 acres, more or less.

Being the same property conveyed to Company Stores Capital Corp. by Warranty Deed from Heritage Land Company of record in Book 6063, Page 82, as corrected by instruments of record in Book 6064, Page 13, and Book 6074, Page 603, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Nashville Outlet Partners, a Tennessee limited partnership, by deed from Company Stores Capital Corp., a Tennessee corporation, of record in Book 6203, Page 803, said Register's Office.

TOGETHER WITH the following described equipment and other personal property which is secured as collateral to WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY (the "Other Assets" herein):

(2) All right, title and interest of Company Stores Capital Corp. in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, now or hereafter used in connection with the Property;

(3) All improvements, fixtures, machinery, equipment, furniture, furnishings, construction materials and other articles of property in which Company Stores Capital Corp. now has, or at any time hereafter acquires, an interest (except for an interest created by a lease of such items to Company Stores Capital Corp.) and which are now or at any time hereafter attached to or situated in, on or about the Property or used in connection with or in the operation of the Property, and all renewals, replacements and substitutions thereof and additions thereto;

(4) All of Company Stores Capital Corp.'s interest in all leases now or hereafter existing on any part of the Property, and all of the rents, issues and profits of the Property or arising from the use or enjoyment of all or any portion thereof, and all security deposits arising from the use or enjoyment of all or any portion of the Property, and all utility deposits made to procure and maintain utility services to the Property or any portion thereof;

(5) Any and all awards, payments or other amounts, including interest thereon, which may be made with respect to the Property as a result of injury to or decrease in the value of the Property or as a result of the exercise of the right of eminent domain, including without limitation all insurance proceeds and condemnation awards or settlements made in lieu of condemnation;

(6) All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(7) All machinery, equipment, material, appliances and fixtures now or hereafter installed or placed by Company Stores Capital Corp. in the Property for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, and including all awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators, carpeting and all furniture and fixtures used in the operation of the buildings, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property.

TO HAVE AND TO HOLD, the aforesaid Property and Other Assets unto the said **SECOND PARTY**, its successors and assigns, forever.

And, I, **A. HARRISON JOHNSON, JR., TRUSTEE**, do further covenant and bind myself, my successors and representatives, to warrant and defend the title of said Property and Other Assets only as to such title coming through or by me in my capacity as TRUSTEE under the Deed of Trust to the said **SECOND PARTY**, its successors and assigns, against the lawful claims of all persons claiming by, through or under myself only in my capacity as Trustee under the Deed of Trust, but not otherwise. The Property and Other Assets are sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following matters set forth below.

SAID transfer is subject to all matters shown on any applicable recorded plan; any unpaid taxes which exist as a lien against said Property and Other Assets (plus penalty and interest, if any); any restrictive covenants, easements, or setback lines that may be applicable; all existing leases; the equity of redemption and all other rights of redemption, statutory or otherwise, homestead, dower and all other exemptions and marital rights not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances that may exist against the property; and any other matters and encumbrances superior in right to the lien of the Deed of Trust. This transfer is also subject to any matters that an accurate survey of the property might disclose.

IN WITNESS WHEREOF, the **FIRST PARTY** has hereunto set his signature this the day and date above written.

A. Harrison Johnson Jr

A. HARRISON JOHNSON, JR., as Trustee, and not otherwise

Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **A. HARRISON JOHNSON, JR., TRUSTEE**, the within named bargainor, 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 and seal at Nashville, Tennessee, this 27th day of April, 1992.

Sylvia L. Roper

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 24, 1993

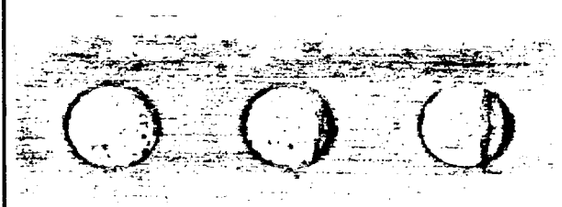
4295 04/27 0101 03CHECK 10819.55

APR 27 12 20 PM '92

DAVIDSON COUNTY TN.

IDENTIF. TREFERENCE

049611



OFFICIAL RECEIPT

FELIX Z. WILSON, II

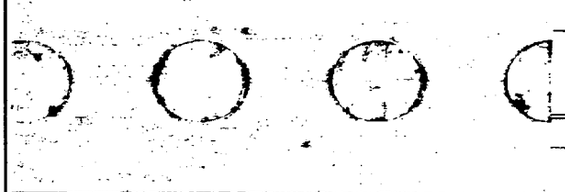
REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8610 PAGE 658



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 2921493.89
CON TX 10809.55
PRFEE 1.00
WDEED 9.00
TOTAL 10819.55
CHECK 10819.55

04/27/92 01 12:21 0001 4265

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



04961

IDENTIF. REFERENCE

APR 27 12 20 PM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 525064