This instrument prepared by:
James Kelly Giffen
Attorney at Law
1212 Plaza Tower
Knoxville, Tennessee 37929

The preparer of this deed makes no representation as to the status of the title of the property described herein.

Name and address of an owner:
Southern Farm Bureau Life Insurance Company
Attn: Joel Melton
1401 Livingston Lane
P.O. Box 78
Jackson, Mississippi 39205

PICK-UP

Oct 29 11 40 AM 192

IDENTIFICATION REFERENCE

5 9 0 3 4

Name and address of the person
or entity responsible for the
payment of real property taxes:
Southern Farm Bureau Life Insurance Company
Attn: Joel Melton
1401 Livingston Lane
P.O. Box 78
Jackson, Mississippi 39205

Property tax parcel identification number:
091-14-0 248.00

5359 10/29 0101 03CHECK 7429.00

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE, made as of the 29th day of October, 1992, between JAMES KELLY GIFFEN, as successor trustee, of Knox County, Tennessee ("Grantor") and SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY, a Mississippi corporation ("Southern Farm").

WITNESSETH:

By Tennessee trust deed, dated November 19, 1979, of record in Book 5532, page 540, in the Register's Office for Davidson County, Tennessee ("Original Deed of Trust"), Charlotte Pike Associates, a Tennessee general partnership ("Charlotte Pike Associates"), conveyed to Nashville City Bank, as trustee ("Original Trustee"), certain real property described in the Original Deed of Trust ("Original Property"), to secure an indebtedness of Two Million, One Hundred Fifty Thousand Dollars ($2,150,000.00) ("Original Indebtedness") owed to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County ("Issuer") and described in the Original Deed of Trust.

The Issuer has endorsed and assigned the Original Indebtedness to Southern Farm, on November 19, 1979.

By assignment of deed of trust, dated November 19, 1979, of record in Book 5532, page 555, in the Register' Office for Davidson County, Tennessee, the Issuer assigned its interest in and to the Original Deed of Trust to Southern Farm.

By deed, dated December 1, 1979, of record in Book 5539, page 1, in the Register's Office for Davidson County, Tennessee, Charlotte Pike Associates conveyed the Original Property, encumbered by the Original Deed of Trust, to Gould Investors Trust, a Massachusetts business trust ("Gould").

By essential road easement, dated December 28, 1979, of record in Book 5570, page 553, in the Register's Office for Davidson County, Tennessee, Five H Investments, a Tennessee general partnership ("Five H Investments"), granted a certain perpetual, non-exclusive road easement to Gould ("Essential Road Easement").

Gould entered into an easements, restrictions and option agreement, dated as of December 28, 1979, with Five H Investments, of record in Book 5570, page 560, in the Register's Office for Davidson County, Tennessee ("Reciprocal Agreement").

The Original Deed of Trust was modified by modification agreement of trust deed ("Modification"), dated as of the _____ day of February, 1980, by and between Gould and Southern Farm, of record in Book 5570, page 597, in the Register's Office for Davidson County, Tennessee, to expressly include the Reciprocal Agreement and Essential Road Easement as a part of the mortgaged property covered by the Original Deed of Trust and to spread the lien of the Original Deed of Trust to cover all of Gould's right, title and interest in, to and under the Reciprocal Agreement and Essential Road Easement.

By subordination agreement, dated as of February 12, 1980, of record in Book 5570, page 602, in the Register's Office for Davidson County, Tennessee, Southern Farm subordinated the lien of the Original Deed of Trust to the terms and conditions of the Reciprocal Agreement ("Subordination Agreement").

By partial release of lien, dated as of February 12, 1980, of record in Book 5570, page 605, in the Register's Office for Davidson County, Tennessee ("Partial Release"), Southern Farm released certain property described in the Partial Release from the lien of the Original Deed of Trust.

By amendment to deed of trust, dated as of November 7, 1980, of record in Book 5675, page 299, in the Register's Office for Davidson County, Tennessee ("Amendment"), the Original Deed of Trust was amended to increase the lien of the Original Deed of Trust to secure an additional indebtedness of Three Hundred Fifty Thousand Dollars ($350,000.00) ("Additional Indebtedness").

The Issuer has endorsed and assigned the Additional Indebtedness to Southern Farm on November 7, 1980.

The Original Deed of Trust, as assigned by the Assignment, as modified by the Modification, as subordinated by the Subordination Agreement, as partially released by the Partial Release and as amended by the Amendment, is hereinafter collectively referred to as the "Deed of Trust."

Southern Farm is the lawful owner and holder of the Original Indebtedness and the Additional Indebtedness.

The Original Indebtedness and the Additional Indebtedness are hereinafter collectively referred to as the "Indebtedness."

By appointment of successor trustee, dated as of September 17, 1992, of record in Book 8740, page 630, in the Register's Office for Davidson County, Tennessee, Southern Farm appointed the Grantor as successor trustee and vested the Grantor with the power and authority of the Original Trustee.

Default was made in the payment of the Indebtedness and Southern Farm has exercised the option to declare the entire remaining Indebtedness to be immediately due and payable and has instructed the Grantor to foreclose the Deed of Trust.

On October 8, October 15 and October 22, 1992, the Grantor published in the Nashville Record, a newspaper published in Davidson County, Tennessee, a notice that the property encumbered by the Deed of Trust would be sold to the highest bidder at 11:00 a.m., Central Time, on Thursday, October 29, 1992, at the front door of the county courthouse in Davidson County, Tennessee.

Pursuant to the Deed of Trust, the property was offered for sale at said time and place by the Grantor.

After receiving competitive bids, the Grantor sold the property to Southern Farm at a price of Two Million Dollars ($2,000,000.00), which was the highest, last and best bid.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the sum of Two Million Dollars ($2,000,000.00), the receipt and sufficiency of which are hereby acknowledged, the Grantor, as successor trustee, does hereby grant, bargain, sell and convey unto Southern Farm that certain property described as follows in the Deed of Trust ("Property"):

> Being a parcel of land in the First Civil District of Davidson County, Tennessee, lying on the south side of Charlotte Pike between Lellyett Street and Osceola Avenue, being Lot No. 1 as shown on the Plat of John M. Branham's Farm, Section Two of

record in Plat Book 5210, page 252, Register's Office for Davidson County, Tennessee and described as follows:

BEGINNING at the point of intersection of the southerly margin of Charlotte Pike and the easterly line of the property conveyed to Herbert Page of record in Book 3762, page 112, Register's Office for Davidson County, Tennessee; thence with said Charlotte Pike N 75° 45' E, 68.50 feet to a point; thence, leaving said pike with the line between Lot Nos. 1 and 2, S 24° 23' E, 173.00 feet to a point; thence, continuing with said lot lines, N 73° 57' E, 315.75 feet to a corner to West Nashville Heights Church of Christ of record in Book 3254, page 243, Register's Office for Davidson County, Tennessee; thence, with Church's south line N 82° 04' 38" E, 83.10 feet to a point; thence, continuing with said Church's line of record in Book 2544, page 28, Register's Office for Davidson County, Tennessee, S 06° 04' E, 765.14 feet to the northeast corner of Reserved Parcel "A"; thence, leaving said Church's west line with the north line of Reserved Parcel "A" S 79° 26' W, 209.22 feet to a point; thence, N 14° 15' W, 5.00 feet to a point; thence, S 75° 45' W, 310.00 feet to the west line of Reserved Parcel "A" and herein described Lot No. 1; thence, with said west line of Lot No. 1 N 06° 04' W, 110.03 feet to a point; thence, N 75° 46' E, 122.70 feet to a point; thence, N 14° 14' W, 193.00 feet to a point; thence, S 75° 46' W, 95.01 feet to a point; thence, with said west line of Lot No. 1 N 06° 04' W, 612.84 feet to the point of beginning. Containing 8.83 acres, more or less.

Being a part of the same property conveyed to Charlotte Pike Associates, by quit claim deed from Kimco Properties Nashville, Inc. of record in Book 5532, page 535, Register's Office for Davidson County, Tennessee.

Being a part of the same property conveyed to Gould Investors Trust, by deed from Charlotte Pike Associates of record in Book 5539, page 1, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Charlotte Acres, Inc., by deed from Gould Investors Trust of record in Book 6588, page 762, Register's Office for Davidson County, Tennessee.

Being the same property conveyed from Maxwell Plaza, Inc., a Delaware corporation, to Royal Plaza Associates, a Limited Partnership, by deed of record in Book 6723, page 651, as corrected in instrument of correction of record in Book 7797, page 706, Register's Office for Davidson County, Tennessee, the said Maxwell Plaza, Inc., being successor by merger to Charlotte Acres, Inc., a certificate of said merger being of record in Book 6723, page 648, Register's Office for Davidson County, Tennessee.

INCLUDING the essential road easement, dated December 28, 1979, of record in Book 5570, page 553, Register's Office for Davidson County, Tennessee, and the easements, restrictions and option agreement, dated as of December 28, 1979, of record in Book 5570, page 560, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the same, together with all hereditaments and appurtenances belonging or appertaining thereto, free from all rights of homestead, dower, equity of redemption and the statutory right of redemption in Tennessee Code Annotated §66-8-101, which are waived in the Deed of Trust, but SUBJECT TO the following:

1. Any unpaid property taxes against the Property.

2. Sewer easement to Metropolitan Government of Nashville and Davidson County, Tennessee, dated April 7, 1965, of record in Book 3913, page 920, Register's Office for Davidson County, Tennessee.

3. Memorandum of lease to Pic 'N Pay Shoes of Tennessee, Inc. of record in Book 5436, page 842, Register's Office for Davidson County, Tennessee.

4. Any remaining rights, if any, of tenants in possession on November 19, 1979, as those rights existed on November 19, 1979.

5. All matters shown on the plat of record in Book 5210, page 252, Register's Office for Davidson County, Tennessee.

6. Easements, restrictions and option agreement, dated as of December 28, 1979, of record in Book 5570, page 560, Register's Office for Davidson County, Tennessee.

7. Subordination agreement, dated as of February 12, 1980, of record in Book 5570, page 602, Register's Office for Davidson County, Tennessee.

8. Partial release, dated as of February 12, 1980, of record in Book 5570, page 605, Register's Office for Davidson County, Tennessee.

9. First amendment of lease to Pic 'N Pay Shoes of Tennessee, Inc. of record in Book 5656, page 611, Register's Office for Davidson County, Tennessee.

10. Sewer easement to Metropolitan Government of Nashville and Davidson County, Tennessee, dated October 29, 1980, of record in Book 5674, page 362, Register's Office for Davidson County, Tennessee.

11. Subordination of deed of trust to specific leasing documents, dated as of September 17, 1992, of record in Book 8740, page 635, Register's Office for Davidson County, Tennessee.

And the Grantor, as successor trustee, does hereby grant, bargain, sell and convey unto Southern Farm all of the covenants and warranties contained in the Deed of Trust and does hereby warrant the title as against all persons claiming by, through or under the Grantor, BUT NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of the day and year first above stated.

James Kelly Giffen
Successor Trustee

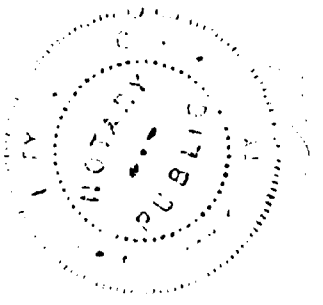
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Christy B. Beecham, a Notary Public in and for said State and County duly commissioned and qualified, James Kelly Giffen, 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, at office, this 29th day of October, 1992.

Christy B Beecham
Notary Public

My Commission Expires: 11-27-93



JKGW1\3342
10/27/92, 11:42 am

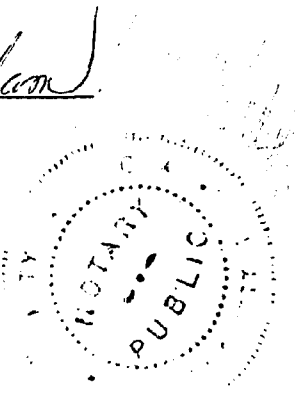
AFFIDAVIT BOOK 8769 PAGE 867

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater is $2,000,000.00.

Affiant

Subscribed and sworn to before me this 29th day of October, 1992.

Notary Public



...TN 37216

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8769 PAGE 868

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
2000000.00
CON TX 7400.00
PRFEE 1.00
WDEED 28.00
TOTAL 7429.00
CHECK 7429.00

10/29/92 01 11:38 0001 5399

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 9 0 3 4

IDENTIFICATION REFERENCE

OCT 29 11 40 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 584829