Box 14

BOOK 9093 PAGE 987

Address New Owners:	Map-Parcel Numbers:	Send Tax Bills To:
Mr. Harold Crye Mr. Richard H. Leike CRYE LEIKE 3815 Cleghorn Avenue Nashville, TN 372125	Map 026 Parcel 72 GO-09790	Same as New Owner

This instrument prepared by: Boult, Cummings, Conners & Berry
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, NORTH CREEK ASSOCIATES, LTD., LCC, L.P. (the "Grantor"), formerly known as NORTH CREEK ASSOCIATES, LTD., has bargained and sold, and by these presents, transfers, and conveys to HAROLD E. CRYE and RICHARD H. LEIKE (the "Grantees"), Grantees' heirs, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

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

This is unimproved property, known as Lot #2 on the Final Plat of Northcreek Commons - Section Six, Goodlettsville, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantees, Grantees' heirs, successors and assigns, forever.

Grantor covenants with the Grantees that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $153,040.80.

Affiant

Subscribed and sworn to before me this 22nd day of September, 1993.

JODEAN M. KING NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public
My Commission Expires: 9/16/95

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantees, Grantees' heirs, successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 22nd day of September, 1993.

NORTH CREEK ASSOCIATES, LTD., LCC, L.P.

By: AFPC EQUITY INVESTORS, LTD.,
General Partner

By: W. Gerald Ezell
W. Gerald Ezell,
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Julia V. Roberts, Notary Public, W. GERALD EZELL, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged himself to be a general partner of AFPC Equity Investors, Ltd., a limited partnership, and that said limited partnership is a general partner of North Creek Associates, Ltd., LCC, L.P., a limited partnership ("North Creek"), formerly known as North Creek Associates, Ltd., and is authorized by AFPC Equity Investors, Ltd. to execute this instrument on behalf of North Creek.

WITNESS my hand, at office, this 22nd day of September, 1993.

Julia V Roberts
Notary Public
My Commission Expires: 1/25/97

JULIA V. ROBERTS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

WP/DARSVCSWD

EXHIBIT A

A parcel of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, also in the City of Goodlettsville, Tennessee, being Lot #2 on the Final Plat of "Northcreek Commons - Section Six" as of record in Plat Book 7900, Page 598, R.O.D.C., Tennessee and more particularly described as follows.

Beginning at a point on the easterly right-of-way line of Conference Drive, as widened, (R.O.W. width varies) in the northerly line of Northcreek Commons - Section Three - Lot #4 as of record in Plat Book 6900, Page 675, R.O.D.C., Tennessee and proceeding as follows:

1. From the point of beginning and with the existing easterly right-of-way line, as widened, of Conference Drive, N 22° 31' 49" E, 130.00 feet to a point; thence,

2. Leaving said right-of-way line and with the common property line of Section Six, Lot #1 S 67° 28' 59" E, 219.60 feet to a point; thence,

3. Leaving the common property corner of Section Six, Lot #1, S 12° 49' 13" W, 132.00 feet to a point; thence,

4. With the common property line of Section Three, Lot #4, N 67° 27' 20" W, 241.86 feet to the point of beginning and containing 30,008 square feet or 0.689 acres, more or less.

Being a part of the property of North Creek Associates, Ltd. as of record in Deed Book 6782, Page 335, R.O.D.C., Tennessee.

This description was prepared by Ragan-Smith-Associates, Inc., Job No. 77-263 and certified by John O. Spry, Tennessee Registered Land Surveyor No. 727, 315 Woodland Street, Nashville, Tennessee 37206, (615) 244-8591.

Together with a certain non-exclusive appurtenant ingress/egress easement being located on a tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, also in the City of Goodlettsville, Tennessee, being an Ingress/Egress Easement on Lot 1 ("Lot 1") for the use and benefit of Lot 2 on the Final Plat of "Northcreek Commons - Section Six" as of record in Plat Book 7900, Page 598, R.O.D.C., Tennessee and more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Northgate Circle (a 90-foot wide street) that is N 58° 00' 00" W, 24.50 feet from the northwesterly property corner of Section Six, Lot 1 and proceeding as follows:

1. From the point of beginning and with the easterly side of the Ingress/Egress Easement for the next two calls, with a 78.55-foot radius curve to the left for a distance of 26.29 feet to a point; said curve has a central angle of 19° 10' 47" and a chord bearing and distance of S 22° 24' 37" W, 26.17 feet to a point; thence,

2. S 12° 49' 13" W, 145.18 feet to a point; thence,

3. With the common property line of Section Six, Lot 2, N 67° 28' 59" W, 25.36 feet to a point; thence,

4. Leaving the northerly property line of Section Six, Lot 2 and being the westerly side of the Ingress/Egress Easement for the next two calls, N 12° 49' 13" E, 140.91 feet to a point; thence,

5. With a 103.55-foot radius curve to the right for a distance of 34.66 feet to a point; said curve has a central angle of 19° 10' 47" and a chord bearing and distance of N 22° 24' 37" E, 34.50 feet to a point; thence,

6. With the common southerly right-of-way line of Northgate Circle, S 58° 00' 00" E, 25.00 feet to the point of beginning and containing 4,338 square feet or 0.100 acres, more or less.

Being a part of the property of North Creek Associates, Ltd. as of record in Deed Book 6782, Page 335, R.O.D.C., Tennessee.

This description was prepared by Ragan-Smith-Associates, Inc., Job No. 77-263 and certified by John O. Spry, Tennessee Registered Land Surveyor No. 727, 315 Woodland Street, Nashville, Tennessee 37206, (615) 244-8591.

In connection with such easement, any improvements constructed thereon shall comply with applicable requirements of the City of Goodlettsville and such like requirements of the Restrictions (as defined in Exhibit B attached hereto). Grantees shall bear the full cost and responsibility of installing, maintaining, repairing and/or replacing all improvements on said easement in order to keep the same in good and attractive condition; provided that, if the owner of Lot 1 (the "Lot 1 Owner") constructs a building on Lot 1 and uses the improvements constructed by Grantees within the foregoing easement, the Owner of Lot 1 shall assume responsibility for maintaining, repairing, and/or, if necessary, replacing all improvements on said easement. Thereafter, Grantees will be responsible for one half (1/2) of the costs incurred by the Lot 1 Owner in connection with such maintenance, repair and/or replacement. Grantee shall pay to the Lot 1 Owner its share of such costs within thirty (30) days after receipt of an invoice for same, supported by reasonable documentation indicating that the maintenance, repair and/or replacement has been performed. In the alternative, the Lot 1 Owner may, prior to commencement of maintenance, repair and/or replacement, require that the Grantees escrow funds for such maintenance, repair and/or replacement if the cost thereof is estimated by the Lot 1 Owner to exceed $2000.00. Amounts due from Grantees under this paragraph shall be secured by a lien against the Property enforceable in accordance with Tennessee law, but such lien shall be subordinate to any first mortgage financing secured by the Property. Notwithstanding anything contained herein to the contrary, the Lot 1 Owner may construct road or other improvements within the granted easement as long as the same do not materially adversely affect access by the Grantees to the Property.

Further, Grantees shall indemnify and hold Grantor harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantor in connection with the use and enjoyment of such easement by Grantees, their invitees, agents, employees, guests and other parties or in connection with the failure by Grantees to comply with the covenants contained herein. Grantees

agree to the foregoing covenants by acceptance of this Deed and further agree that the same shall constitute covenants running with the land which are binding upon and inure to the benefit of Grantor and Grantees and their heirs, successors and assigns. The prevailing party in any action to enforce covenants contained in this and the foregoing paragraph shall be entitled to recover from the other expenses incurred in such enforcement action, including, but not limited to, reasonable attorneys' fees.

EXHIBIT B

1. General or special taxes and assessments required to be paid in the year 1993 and subsequent years.

2. The Plan of record in Book 7900, page 598, said Register's Office, shows a 60 foot minimum building setback line from Conference Drive, a 10 foot easement for utilities and drainage along the northerly, easterly and southerly lines and certain notes.

3. Rights of others in and to the land embraced within the appurtenant easement described on Exhibit A.

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessment, special assessments, charges and liens, contained in an instrument of record in Book 7118, page 938, said Register's Office, as amended in Book 7245, page 958, said Register's Office (the "Restrictions").

5. Subject to the liens of any unpaid assessments and/or special assessments, if any.

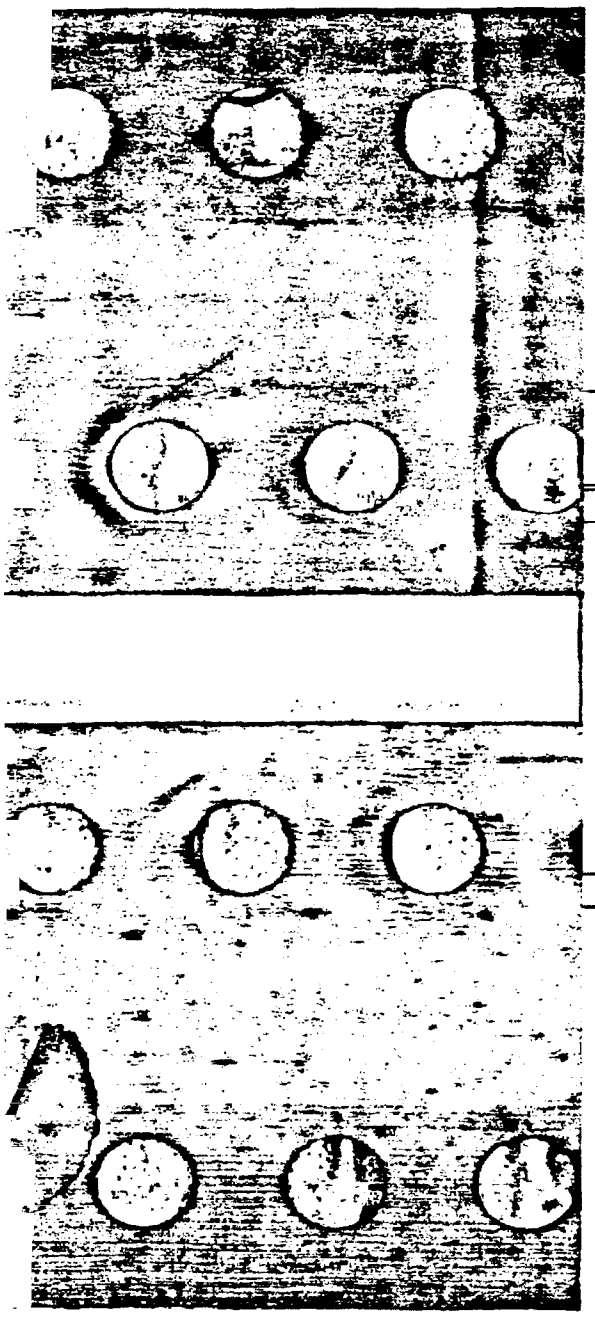
6. Rights of others in and to the common areas, if any.

wp:darsvcswd

67464
IDENTIF. ^ REFERENCE

93 SEP 28 AM 10: 26
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

0324 09/28 0101 03CHECK 591.10



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9033 PAGE 993

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

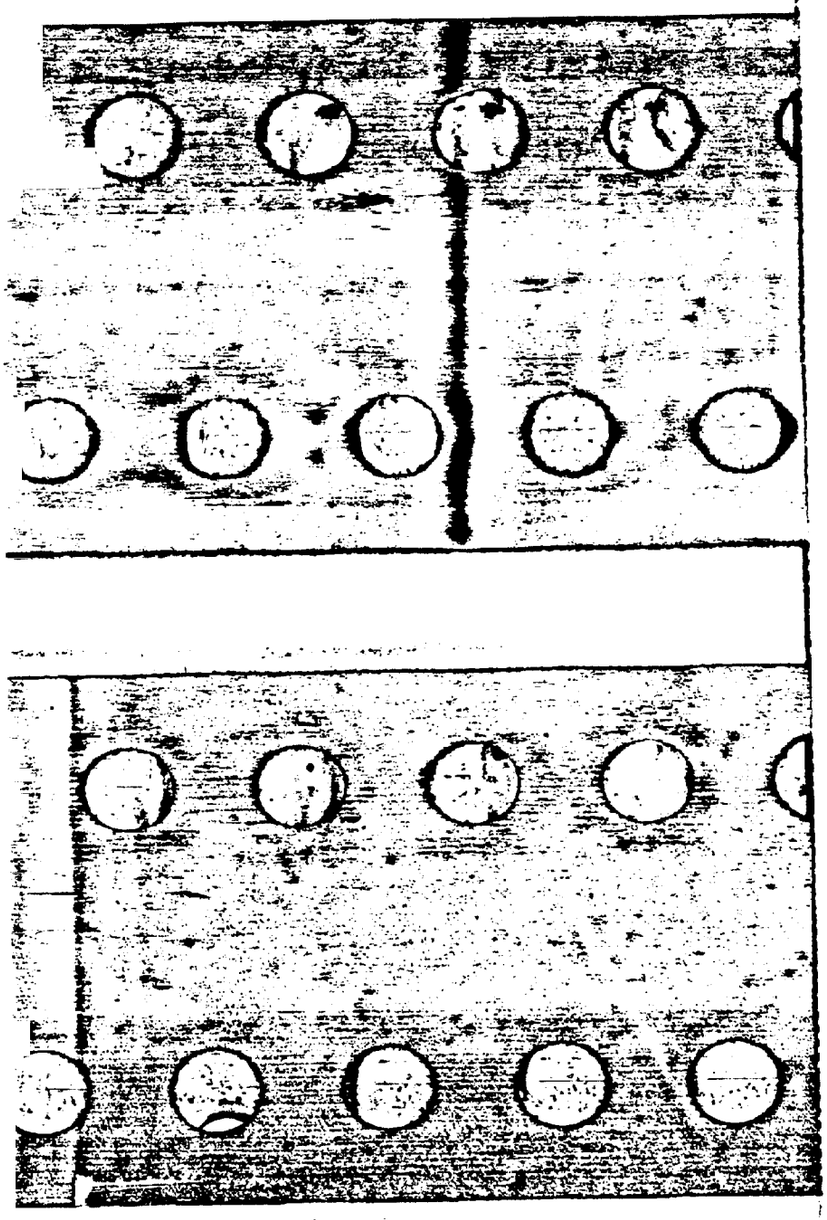
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			PRFEE	1.00
			WDEED	24.00
			TOTAL	591.10
			CHECK	591.10
09/28/93	01	10:28	0001	0324

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

67464
IDENTIF. # REFERENCE

93 SEP 28 AM 10: 26
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 702689



9-28-93

VOID

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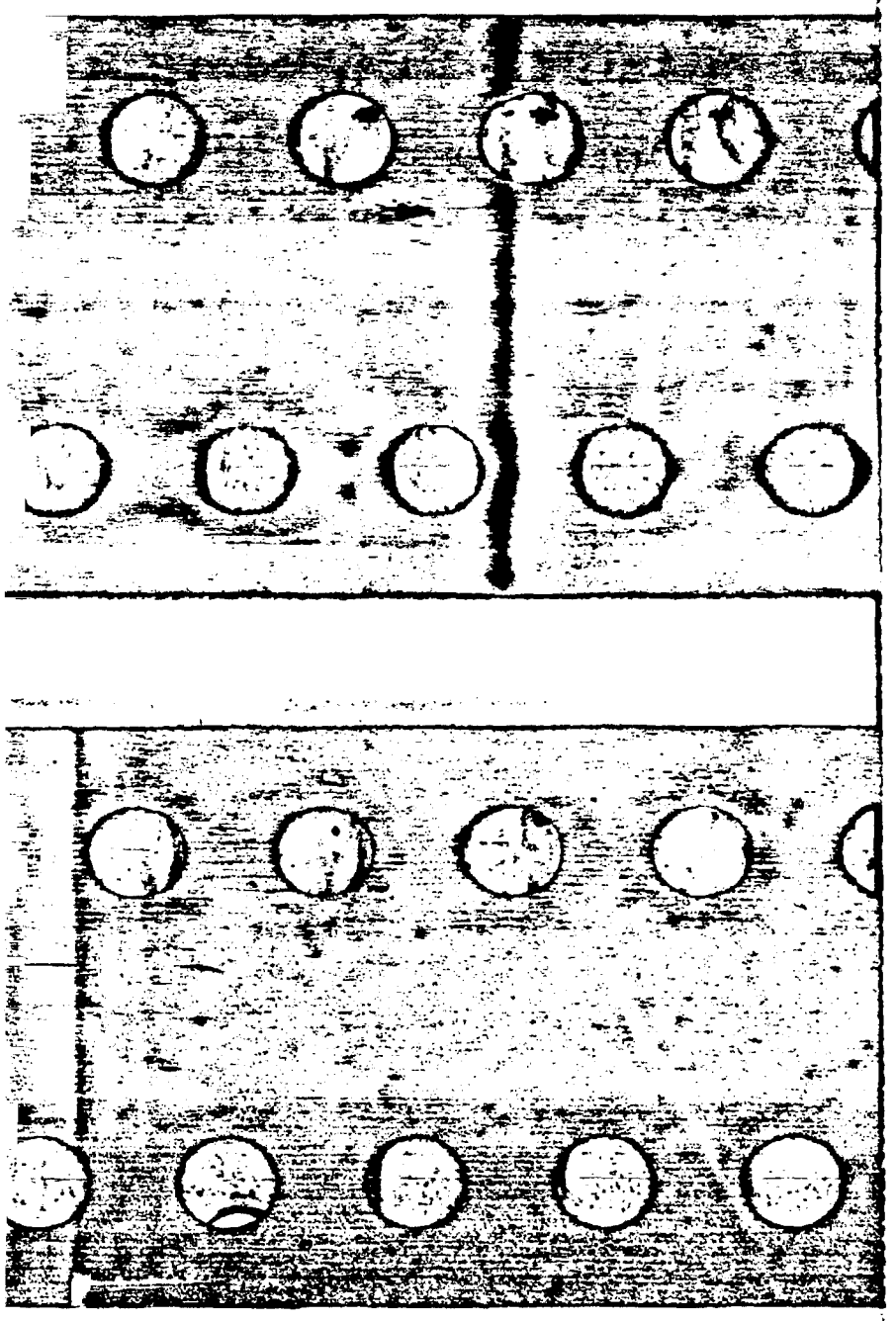
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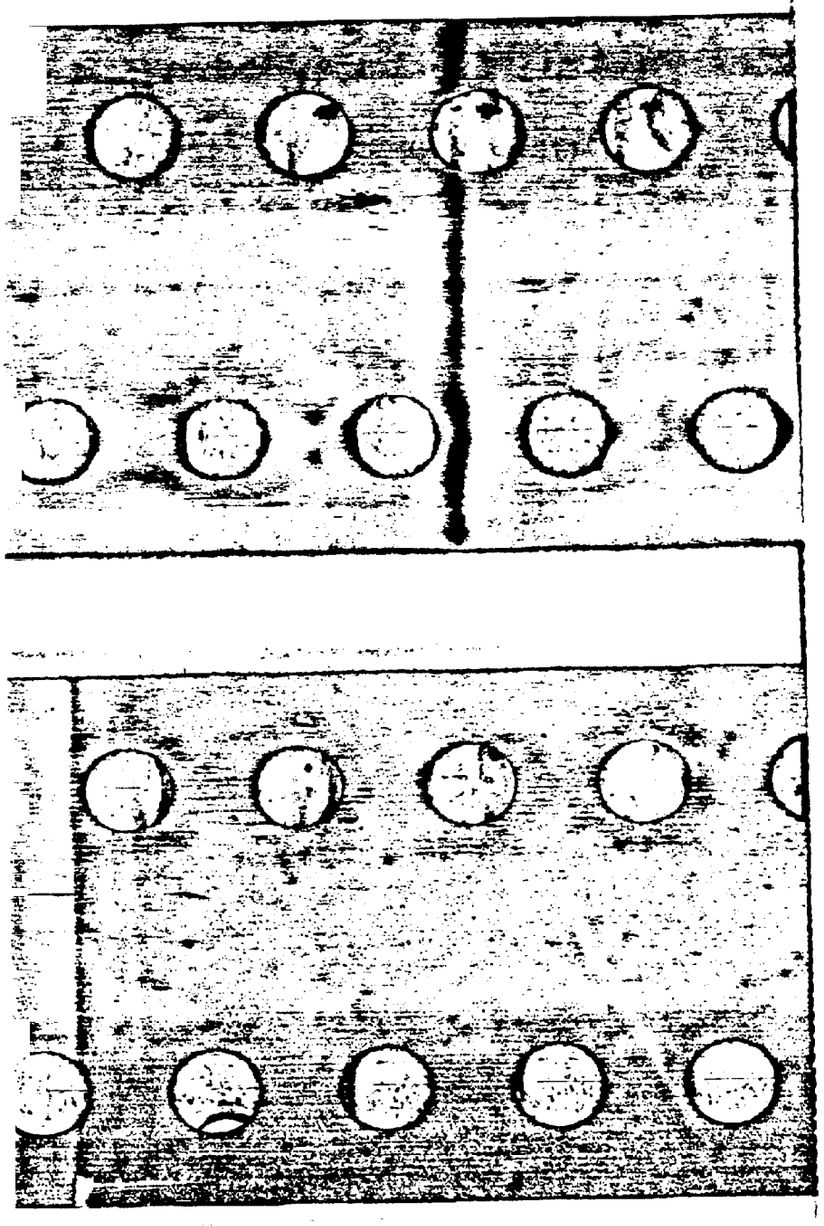
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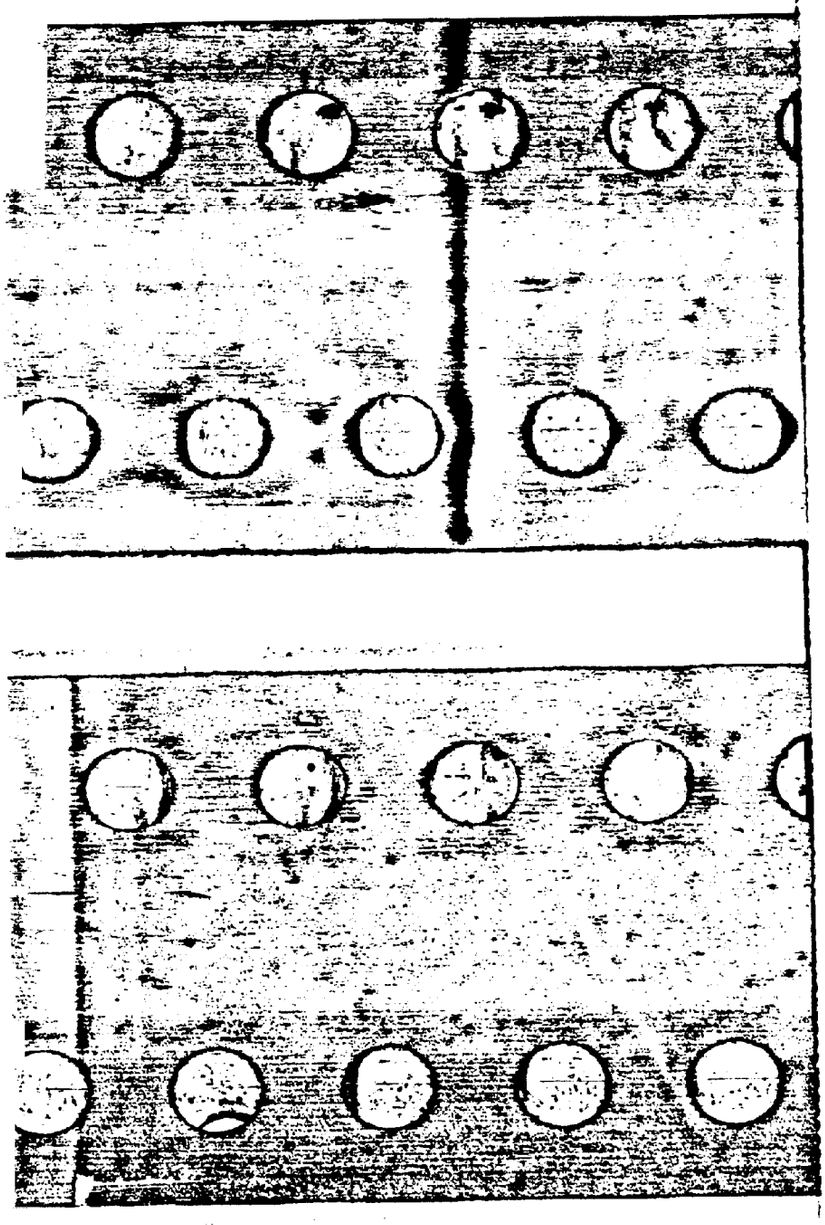
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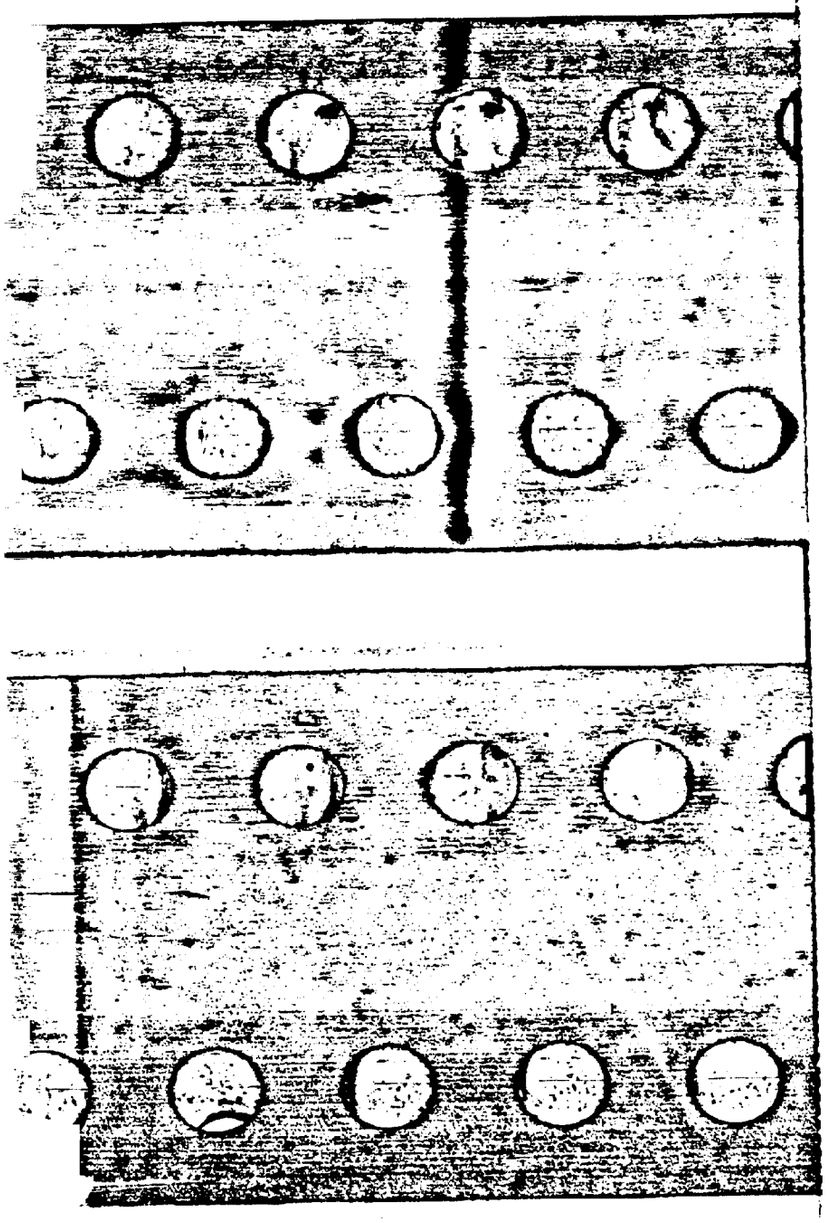
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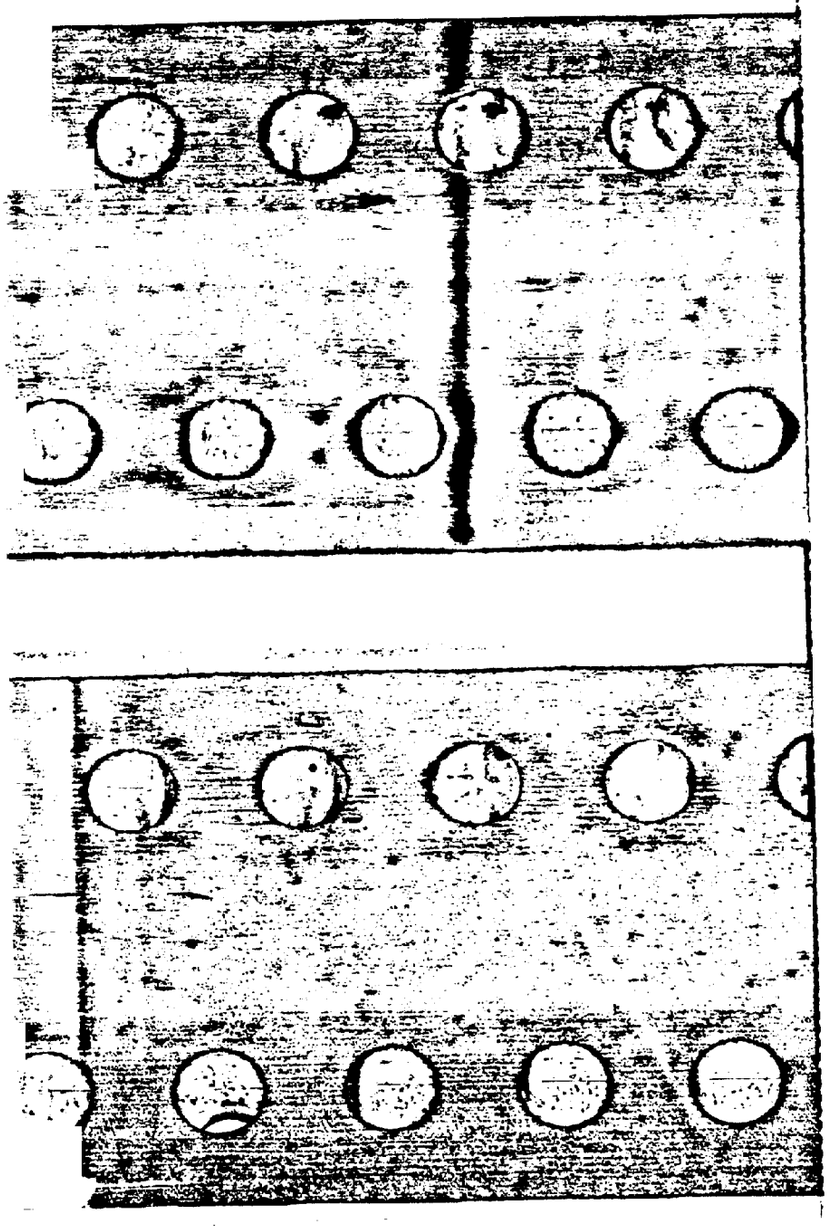
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