Bad 37 (JMB)

SPECIAL WARRANTY DEED

FROM: PROPERTY ASSET MANAGEMENT INC., Grantor

TO: KIMBRO EQUITIES I, a Tennessee general partnership, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers:
Kimbro Equities I 2200 Clifton Avenue Nashville, Tennessee 37203	Same	161-259

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Seventy-five Thousand Dollars ($875,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of November, 1993.

Notary Public

My Commission Expires: 9/24/94

FOR AND IN CONSIDERATION OF the sum of Eight Hundred Seventy-five Thousand Dollars ($875,000.00), the receipt and sufficiency of which are hereby acknowledged, Property Asset Management Inc. ("Grantor), a Delaware corporation, has bargained and sold, and by these presents does transfer and convey unto Kimbro Equities I ("Grantee"), a Tennessee general partnership, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property located at the southwest corner of the intersection of Edmonson Pike and Old Hickory Boulevard.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantor, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, Grantor has a good right to convey the Property, and the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee its, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no further or otherwise, excepting those matters set forth on Exhibit B to which this conveyance is expressly made subject.

Witness my hand this 29th day of October, 1993.

PROPERTY ASSET MANAGEMENT INC.

BY: FLEET MANAGEMENT AND RECOVERY CORPORATION, its Attorney-in-Fact

By: Susan M Spelios

Its: Vice President

SEE POWER OF ATTORNEY ATTACHED AS EXHIBIT C.

STATE OF Massachusetts
COUNTY OF Suffolk)

Before me, Sheila Flaherty, of the State and County aforesaid, personally appeared Susan M. Spelios, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Vice President (or other officer authorized to execute the instrument) of FLEET MANAGEMENT AND RECOVERY CORPORATION, a corporation, in its capacity as attorney-in-fact for PROPERTY ASSET MANAGEMENT INC., the within named bargainor, a corporation, and that Susan M. Spelios as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of PROPERTY ASSET MANAGEMENT INC., by FLEET MANAGEMENT AND RECOVERY CORPORATION in its capacity as attorney-in-fact for PROPERTY ASSET MANAGEMENT INC., and acknowledged that he executed the same on behalf of FLEET MANAGEMENT AND RECOVERY CORPORATION in its capacity as attorney-in-fact for PROPERTY ASSET MANAGEMENT INC., as the free act and deed of PROPERTY ASSET MANAGEMENT INC.

Witness my hand this 29th day of October, 1993.

Sheila Flaherty
Notary Public

My Commission Expires: March 4, 1994

EXHIBIT A

Property Description

Land lying in the 32nd Councilmanic District of Nashville, Davidson County, Tennessee, being more particularly described according to a survey dated July 6, 1992, made by Wamble & Associates, 783 Old Hickory Boulevard, Brentwood, Tennessee 37064, License No. 1136.

Beginning at an iron pin set at the intersection of the Southern right-of-way (50-feet) of Old Hickory Boulevard (State Route 254) and the Western right-of-way (50-feet) of Edmonson Pike; thence, following said Western right-of-way South 06 degrees 39 minutes 25 seconds East 23.36 feet to an iron pin set; thence, with a curve to the right having a central angle of 11 degrees 02 minutes 29 seconds, a radius of 1407.40, a tangent of 136.03, an arc length of 271.22 and a chord bearing and length of South 01 degrees 08 minutes 10 seconds East 270.80 feet to an existing iron pin; thence South 04 degrees 23 minutes 05 seconds West 263.86 feet to an existing iron pin, said pin being the Northeast corner of property conveyed to Russel O. Kennedy, et. ux., as of record in Deed Book 4533, page 453, R.O.D.C., Tennessee; thence, leaving said Western right-of-way and following the Northern line of said Kennedy property North 85 degrees 29 minutes 46 seconds West 404.93 feet to an existing iron pin in a creek; thence, North 88 degrees 10 minutes 45 seconds West 389.85 feet to an existing iron pin; said pin being the Northwest corner of aforementioned Kennedy property, said pin also being on the Eastern line of property conveyed to Walter Williams, et. ux., as of record in Deed Book 5828, page 730, R.O.D.C., Tennessee; thence, leaving Kennedy's Northern line and following Williams' said Eastern line North 08 degrees 57 minutes 14 seconds East 301.26 feet to an existing iron pin; thence, North 09 degrees 31 minutes 23 seconds East 378.10 feet to an existing iron pin; thence, North 09 degrees 41 minutes 16 seconds East 203.56 feet to an existing iron pin on the Southern right-of-way of Old Hickory Blvd.; thence, leaving Williams' Eastern line and following said Southern right-of-way with a curve to the right having a central angle of 02 degrees 46 minutes 36 seconds, a radius of 695.00 feet, a tangent of 16.84 feet, an arc length of 33.68 feet and a chord bearing and length of South 38 degrees 09 minutes 36 seconds East 33.68 feet to an existing iron pin; thence, South 36 degrees 53 minutes 48 seconds East 110.12 feet to an existing iron pin; thence, with a curve to the left having a central angle of 42 degrees 08 minutes 44 seconds, a radius of 523.22 feet, a tangent of 201.61 feet, an arc length of 384.87 feet and a chord bearing and length of South 57 degrees 56 minutes 29 seconds East 376.25 feet to an iron pin set; thence, South 78 degrees 59 minutes 10 seconds East 180.63 feet to an iron pin set; thence, South 83 degrees 05 minutes 59 seconds East 79.21 feet to the Point of Beginning.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY BUT SPECIFICALLY EXCLUDED THEREFROM ARE THE FOLLOWING PARCELS TITLE TO WHICH IS VESTED IN THE STATE OF TENNESSEE BY CONSENT JUDGMENT AND FINAL DECREE OF RECORD IN BOOK 8544, PAGE 550, REGISTER'S OFFICE FOR SAID COUNTY.

PARCEL 1:

Land in the Sixth Civil District of Davidson County, Tennessee, described as follows:

Beginning at the point of intersection of the existing southwest margin of SR 254 and the east boundary of the Fleet National Bank tract (18-S) said point of intersection being 43 feet more or less right of SR 254 proposed centerline station 303+88 more or less; thence with said boundary north 09 degrees 49 minutes 00 seconds east 43 feet more or less to a point; thence with the existing northeast margin of said road with a curve left and easterly 322 feet more or less to a point; thence with the existing east margin

of Edmonson Pike southerly 562 feet more or less to a point; thence with the north boundary of the O. Russell Kennedy and Dorothy H. Kennedy property westerly 5 feet more or less to a point; thence with the existing west margin of Edmonson Pike northerly 467 feet more or less to a point; thence with the existing south margin of SR 254 (1) with a curve left and westerly 60 feet more or less (2) westerly 285 feet more or less to the point of beginning containing 0.462 acres and is part of the same property conveyed by Warren H. Wild, Jr., Successor Trustee to Fleet National Bank as of record in Book 8287, page 263, Register's Office Davidson County, Tennessee.

PARCEL 2:

Beginning at the point of intersection of the existing southwest margin of SR 254 and the east boundary of the Walter Williams et ux property; said point of intersection being 42±40 feet right of SR 254 proposed centerline station 299+72.07; thence with the existing west margin of said road northerly 102 feet more or less to a point; thence with the existing northeast margin of said road having a curve left and southeasterly 468 feet more or less to a point; thence with the west boundary of the Fleet National Bank property (Tract 25-S) south 09 degrees 49 minutes 00 seconds west 43 feet more or less to a point; thence with said existing southwest margin having a curve right and northwesterly 433 feet more or less to the point of beginning containing 0.549 acre and being part of the same property conveyed by Warren H. Wild, Jr., Successor Trustee to Fleet National Bank of record in Book 8287, page 263, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to Grantor by deed from Fleet National Bank of record in Book 8854, page 806, Register's Office of Davidson County, Tennessee.

Together with (a) all right, title and interest of Grantor, if any, in and to all rights, interests, claims and appurtenances, if any, in any way belonging or appertaining to the above described real estate; and (b) all right, title and interest of Grantor, if any, in and to all adjoining streets, alleys and other public ways (before or after vacation thereof).

EXHIBIT B

Encumbrances

1. The nature or extent of riparian rights.

2. Easement for the flow of Seven Mile Creek.

3. Easement(s) to State of Tennessee, as set forth in instrument recorded in Book 7913, page 755 and Book 7913, page 758, Register's Office of Davidson County, Tennessee.

4. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 6416, page 937, Book 7170, page 798, Book 7145, page 606, Book 6947, page 272, Book 6870, page 683 and Book 6369, page 86, said Register's Office.

5. Easement for Subsurface Disposal System of record in Book 5861, page 922, said Register's Office.

6. Easements, setback lines, notes and other matters shown on the Plat recorded in Book 7900, page 62, said Register's Office.

7. The lien for 1993 taxes which have been prorated and will be paid by Grantee.

EXHIBIT C

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FLEET MANAGEMENT AND RECOVERY CORPORATION

SECRETARY'S CERTIFICATE

The undersigned Secretary of Fleet Management and Recovery Corporation ("FMRC") hereby affirms that the Power of Attorney granted to it by Property Asset Management Inc. dated April 22, 1993, a copy of which is attached hereto, has not been rescinded, revoked, modified or otherwise amended as of the date of this Certificate.

Executed and sealed this 27th day of October, 1993.

Patrick M. Reagan
Secretary

secretary

BOOK 9142 PAGE 383

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the PROPERTY ASSET MANAGEMENT INC., a Corporation organized and existing under the laws of the State of Delaware, hereinafter called "PAMI", has acquired certain assets of Fleet Financial Group, Inc. and its affiliates and determined:

That it is necessary to appoint a representative to act on its behalf in connection with the servicing, maintenance and liquidation of said assets, hereinafter called the "Acquired Assets;"

That Fleet Management and Recovery Corporation, a Rhode Island Corporation ("FMRC"), has been duly appointed to execute and deliver documents as the representative of PAMI; and

That pursuant to action of PAMI's Board of Directors, dated October 1, 1992, the undersigned Bruce M. Witherell is empowered to execute Powers of Attorney on behalf of PAMI.

THEREFORE, said PROPERTY ASSET MANAGEMENT INC. for the purpose of facilitating the servicing, maintenance and liquidation of the foregoing Acquired Assets in accordance with its rights and privileges, does hereby appoint, authorize and empower FMRC as its attorney-in-fact to:

(1) Sign, seal and deliver as the act and deed of PAMI any instruction in writing, and to do every other thing necessary and proper including, but not limited to, the institution of legal proceedings, for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of PAMI and to give proper receipts and acquittances therefor in the name and on behalf of PAMI;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property including the release and discharge of the same of record in the office of any Prothonotary, Register of Deeds or other official records wherever located where payments on account of the same in redemption or otherwise may have been made by the debtors, and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittances for any other sums of money owing to PAMI for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements as shall be deemed necessary or proper by the attorney-in-fact in the servicing, care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of PAMI;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds, mortgages, deeds of trust and security agreements of real or personal property in the name of PAMI;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of PAMI;

(10) Execute, acknowledge and deliver in the name of PAMI a power of attorney wherever necessary or required by law to any attorney employed by or on behalf of PAMI;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the servicing, use, liquidation or collection of the Acquired Assets held in the name of PAMI;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claims(s) asserted against PAMI in any capacity.

This Power of Attorney shall be effective immediately and shall continue until terminated by any official of PAMI authorized to do so by the Board of Directors of PAMI.

IN WITNESS WHEREOF, PAMI by its duly authorized officers empowered in that behalf by appropriate Resolution of its Board of Directors has caused these presents to be subscribed in its name and its corporate seal to be thereunto affixed this 22nd day of December, 1992.

PROPERTY ASSET MANAGEMENT INC.

By: _____

STATE OF) Massachusetts
)
COUNTY) Suffolk

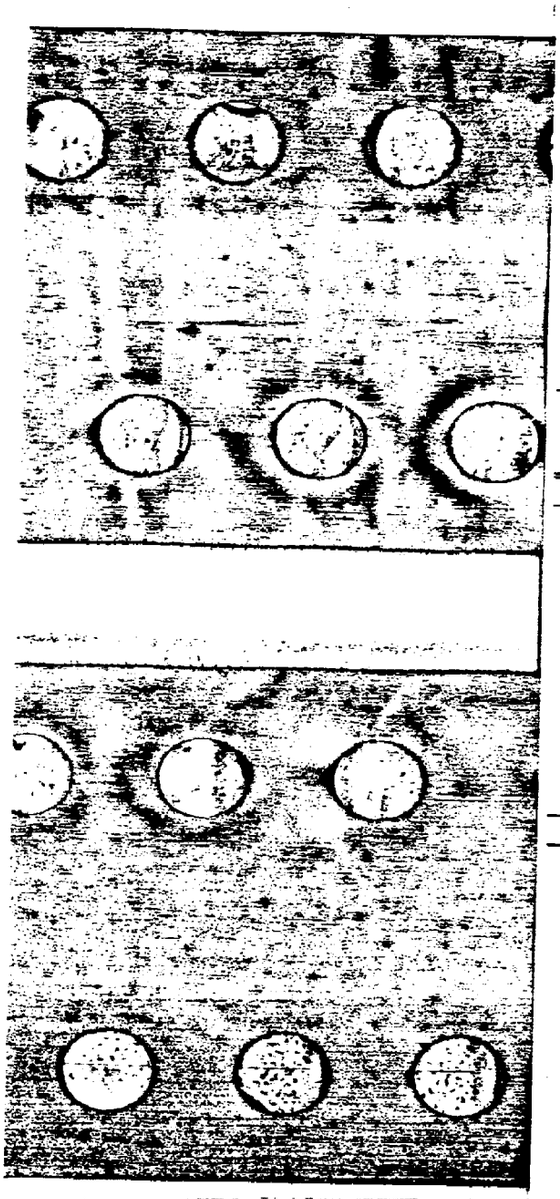
On this 22nd day of December, 1992, before me personally came Bruce M. Witzansell, to me known and known to me to be the same person who executed the foregoing instrument and who, by me being duly sworn, did depose and say that (s)he resides at 200 E. 54th Street New York NY, that (s)he is the Senior Vice President of the corporation described in and which executed the above instrument, and that the foregoing instrument is the free act and deed of said corporation.

Notary Public
DAVID L. THOMAS, JR.
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 16, 1997

82545
IDENTIF. ⇐ REFERENCE

93 NOV -5 AM 11:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

4948 11/05 0101 03CHECK 3278.50



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

RECEIVED OF _____

FOR _____

BOOK 9142 PAGE 386

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	
				875000.00
			CON TX	3237.50
			PRFEE	1.00
			WDEED	40.00
			TOTAL	3278.50
			CHECK	3278.50
11/05/93	01		11:39 0001	4948

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

82545
IDENTIF. ↑ REFERENCE

93 NOV -5 AM 11:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 718777