41

This instrument prepared by
or under the direction of:

William C. Basney

William C. Basney
Senior Counsel
Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

1993-00752-BDJ
JA43\KB1208P1.93P

Name + Address for TAX Bills for new OWNER:
MAXWELL Partnership
631 2nd Ave. South
Nashville, TN 37210
ATTN: Stephen MAXWELL

Map-parcel #:
118-12-90, 91, 92, 93, 94, 95

BOOK 9209 PAGE 282

THIS DEED, made this 10th day of December, 1993, between CSX TRANSPORTATION, INC., a Virginia corporation and L&N INVESTMENT CORPORATION, a Delaware corporation, as the interest of each appears herein, whose collective mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter collectively designated "Grantor", and MAXWELL PARTNERSHIP, whose mailing address is P. O. Box 40606, Nashville, Tennessee 37204, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

> (Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, that certain tract or parcel of land situate, lying and being at Nashville, County of Davidson, State of Tennessee, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.8990 of an acre, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

TO HAVE AND TO HOLD the said Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, in fee simple forever.

Grantor hereby WARRANTS that: (a) Grantor is seized of the Premises in fee simple; (b) SUBJECT TO reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created, determinable by a proper survey or by an inspection thereof, including, but not limited to a portion of former Woodbine Street closed by Quarterly Court of Record in Minute Book A-1, Page 77, Davidson County, Tennessee, the Premises are free from

encumbrances; (c) Grantor will forever defend the Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof by, through or under Grantor; (d) Grantor will execute such other and further assurances of the same as may be required.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad operating property drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said railroad operating property or upon other adjacent lands and facilities of Grantor.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to that portion of the property herein conveyed to which said Mortgage is applicable, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee.

Grantor, by its undersigned officer, hereby certifies that the full value of all land or property conveyed hereby, or the actual consideration for the release of all property rights quitclaimed hereby, is $100,000.00 (U.S.), including any property exchanged and any financing.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., L&N INVESTMENT CORPORATION and UNITED STATES TRUST COMPANY OF NEW YORK, (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

Betty D. Jones
Betty D. Jones

Robert L. Whealton
Robert L. Whealton

CSX TRANSPORTATION, INC.:

By _____
Senior Vice President
Gerald L. Nichols

Attest _____ (SEAL)
Assistant Secretary
R. L. Key, Jr.

Signed, sealed and delivered
in the presence of:

Betty D. Jones
Betty D. Jones

Robert L. Whealton
Robert L. Whealton

L&N INVESTMENT CORPORATION:

By _____
Senior Vice President
Gerald L. Nichols

Attest _____ (SEAL)
Asst. Secretary
R. L. Key, Jr.

Signed, sealed and delivered
in the presence of:

B Eising
WILLIAM EISING

Patricia Stermer
PATRICIA STERMER

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee as aforesaid:

By _____
JAMES E. LOGAN
VICE PRESIDENT

Attest Cynthia Chaney
CYNTHIA CHANEY
Assistant Vice President

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

BOOK 9209 PAGE 285

I, Nancy E. Gabriszeski, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Gerald L. Nichols, (✓) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 10th day of December, 1993.

Nancy E. Gabriszeski (SEAL)
Notary Public
Print Name: Nancy E. Gabriszeski

My commission expires on:
NANCY E. GABRISZESKI
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 16, 1996
Commission No. CC200782
Bonded thru Patterson - Becht Agency

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Nancy E. Gabriszeski, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Gerald L. Nichols, (✓) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President, of L&N Investment Corporation, the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 10th day of December, 1993.

Nancy E. Gabriszeski (SEAL)
Notary Public
Print Name: Nancy E. Gabriszeski

My commission expires on:

NANCY E. GABRISZESKI
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 16, 1996
Commission No. CC200782
Bonded thru Patterson - Becht Agency

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

BOOK 9209 PAGE 286

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, JAMES E LOGAN and CYNTHIA CHANEY with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the VICE PRESIDENT and ASSISTANT VICE PRESIDENT, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such VICE PRESIDENT and ASSISTANT VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E LOGAN, as its VICE PRESIDENT and attesting the same by CYNTHIA CHANEY, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 14th day of DECEMBER, 1993.

My commission expires on:

Robert E Patterson (SEAL)
Notary Public

ROBERT E. PATTERSON III
Notary Public, State of New York
No. 4784543
Qualified in New York County
Commission Expires October 31, 1995

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, is $100,000.00.

Affiant

Subscribed & sworn to before me,
this the 30th day of December, 1993.

Notary Public

My commission expires: 9-21-96

EXHIBIT A

Description of property at: Nashville, Tennessee
To: Maxwell Partnership
CSXT Deed File No.: 1993-00752-BDJ

A tract of land situate and lying in Davidson County, Tennessee, being portions of Lot Nos. 400, 401, 402, 403, 404 and 405 on the Plan of Grandview Heights Subdivision as of record in Book 161, pages 14 and 15, Register's Office, Davidson County, Tennessee, and that part of Woodbine Street that was closed by the Quarterly Court of record in Minute Book A-1, page 77, in the aforesaid office, being more particularly described as follows:

BEGINNING at a P.K. nail in the western right-of-way margin of Grandview Avenue, said nail being the centerline of Woodbine Street, now closed; thence leaving said right-of-way S 69° 00' W, 165.0 feet to a R.R. spike; thence N 21°00' W, 25.0 feet to an iron rod; thence along Grantor's east property line N 0°40'12" E, 42.08 feet to an iron rod; thence N 4°27'49" W, 272.15 feet to an iron pipe; thence N 69°00'E, 72.0 feet to a R.R. spike in the western right-of-way margin of Grandview Avenue; thence with said margin S 21°00'E, 325.0 feet to the POINT OF BEGINNING, said tract containing 0.8990 acres, more or less.

The Premises are shown on a print of survey dated October 5, 1993, prepared by A&A Engineers, Inc., P. O. Box 40048, Nashville, Tennessee 37204, incorporated herein by reference.

BEING a portion of the property acquired by the Houston-McCord Realty Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Davidson County, Tennessee:

Acquired From	Date of Instrument	Book	Page
John Groce, et ux	06/28/1951	2012	61
Charles Smith, et ux	06/22/1951	2013	395
Eugene Bugg, et ux	06/29/1951	2012	257
Thomas Allen, et ux	07/25/1951	2015	77
Carrena Jernigan	06/21/1951	2011	243
Edith Hubbell, et al	07/25/1951	2017	526

AND BEING a portion of the property acquired by the Louisville and Nashville Railroad Company from Houston-McCord Realty Company by deed dated January 19, 1959 recorded as aforesaid in Book 2883, Page 173.

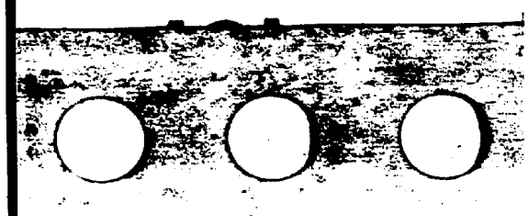
Effective December 31, 1991, Houston-McCord Realty Company was merged into L&N Investment Corporation.

On December 29, 1982, the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

03761
IDENTIF. ↑ REFERENCE

94 JAN -4 AM 11:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

5545 01/04 0101 03CHECK
399.00



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9209 PAGE 289

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	100000.00
			CON TX	370.00
			PRFEE	1.00
			MDEED	28.00
			TOTAL	399.00
			CHECK	399.00
01/04/94	01		11:14 0001	5545

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03761
IDENTIF. ↑ REFERENCE

94 JAN -4 AM 11:14
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.741574