BOOK 9225 PAGE 554

FILE BOX 57
TCS

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238-0091

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $35,000.00.

B. L. B.
Affiant

Subscribed and sworn to before me this 20th of January, 1994.

Notary Public

My Commission Expires:
My Commission Expires NOV. 20, 1996

THOMAS C. SCOTT NOTARY PUBLIC LARGE STATE OF TENNESSEE

09362
IDENTIF. ← REFERENCE

94 JAN 20 PM 3:55
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

SPECIAL WARRANTY DEED

Address New Owner:	Send tax bills to:	Map & Parcel No.
B.L. Bennett and Associates, Inc. 3310 West End Avenue Nashville, TN 37203	Same	Map 132-12 Parcel 4

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A.,** (formerly NCNB National Bank of North Carolina) **AS TRUSTEE FOR THE NCNB REAL ESTATE FUND** (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto **B.L. BENNETT AND ASSOCIATES, INC.** (the "Grantee"), its successors and assigns, a certain tract or parcel of land described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located thereon, all of which are herein collectively referred to as the "Property."

This conveyance is subject to the matters described in Exhibit B attached hereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever.

AND THE GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor as Trustee but not further or otherwise.

Notwithstanding anything contained herein to the contrary, Grantor and Grantee hereby acknowledge and agree that Third National Bank hereby executes this deed solely in its capacity as Ancillary Trustee on behalf of NationsBank of North Carolina, N.A., (formerly NCNB National Bank of North Carolina) as Trustee for the NCNB Real Estate Fund. Grantor and Grantee further acknowledge and agree that in consideration of the service of Third National Bank, as Ancillary Trustee, Grantee and Grantee's successors and assigns agree to look solely to NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund, for the performance of all obligations and responsibilities of Third National Bank hereunder. Further, Grantee and Grantee's successors and assigns agree that NationsBank of North Carolina, N.A., is not liable hereunder personally or individually but solely in its capacity as Trustee for the NCNB Real Estate Fund, and it is understood and agreed that all representations, covenants, understandings and agreements herein made on behalf of NationsBank of North Carolina, N.A. are made and intended not as person representations, covenants, understandings of agreements, but are made and intended for the purpose of binding only the assets of the trust over which NationsBank of North Carolina, N.A., is Trustee in favor of the NCNB Real Estate Fund. Grantee and Grantee's successors and assigns recognize that NationsBank of North Carolina, N.A., is not acting in its own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement.

WITNESS the execution of Grantor this the 20 day of JANUARY, 1994.

THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND

By: Leonard Ward
Its: GROUP VP

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared LEONARD WOOD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the GROUP VICE-PRESIDENT of **THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND**, the within named bargainor, and who acknowledged that he/~~she~~ executed the foregoing instrument for the purposes therein contained by signing the name of **THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND**, by himself/~~herself~~ as GROUP VICE PRESIDENT.

WITNESS my hand and official seal on this the 20 day of JANUARY, 1994.

Sharon A. Kuentz
Notary Public

My Commission Expires: 9/27/1997

SHARON A. KUENTZ NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

EXHIBIT A

SURVEYOR'S DESCRIPTION

Being a parcel of land in Nashville, First Civil District, Thirtieth Councilmanic District, Davidson County, Tennessee, located on the westerly side of Trousdale Drive, south of the CSX Transportation Railroad, being Lot No. 5 as shown on the plan of Section Seven, Grassmere as of record in Book 7900, Page 651, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of Trousdale Drive, said point being N 39° 27' E, 920 feet more or less from the centerline of Grassmere Park, as extended;

THENCE, leaving said right-of-way line with the northeasterly line of Lot No. 1 as shown on said plan N 50° 33' W, 96.01 feet to a point in the easterly right-of-way line of the CSX Transportation Railroad;

THENCE, with said line N 39° 47' E, 46.87 feet to a point;

THENCE, continuing with said line with a curve to the right 99.15 feet to a point, said curve having a central angle of 02° 01' 05", a radius of 2,814.93 feet, a tangent of 49.58 feet and a chord of N 40° 14' 01" E, 99.14 feet;

THENCE, leaving said line S 54° 30' E, 89.56 feet to a point in the westerly right-of-way line of Trousdale Drive;

THENCE, with said right-of-way line with a curve to the right 150.19 feet to a point, said curve having a central angle of 03° 50' 37", a radius of 2,238.85 feet, a tangent of 75.12 feet and a chord of S 37° 31' 49" W, 150.16 feet;

THENCE, continuing with said line S 39° 27' W, 2.09 feet to the point of beginning.

Containing 14,000 square feet or 0.32 acre more or less.

Barge, Waggoner, Sumner and Cannon
November 12, 1993
File 8102-34

Being a portion of the same property conveyed to Third National Bank as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee of the NCNB Real Estate Fund, by deed of record in Book 6029, page 119, in said Register's Office.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT "B"

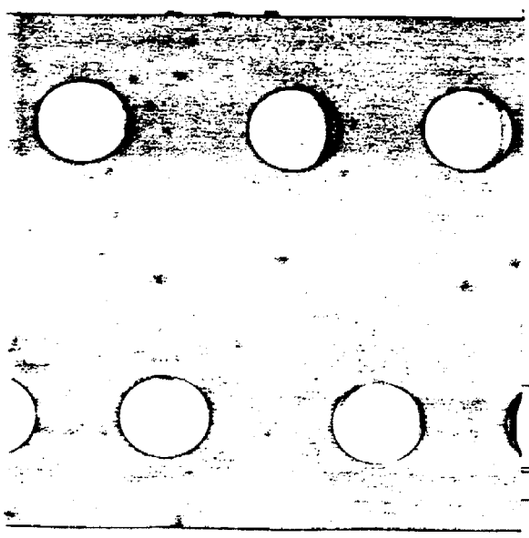
(a) Taxes for 1994 which have been prorated and are assumed by the Grantee.

(b) Restrictive covenants for Grassmere, Section Five, of record in Book 7235, page 244, Register's Office of Davidson County, Tennessee.

(c) Storm Water Detention Agreement of record in Book 6691, page 296, Register's Office of Davidson County, Tennessee.

(d) No insurance is afforded as to the exact amount of acreage contained in the property described herein.

1542 01/20 0101 03CHECK 150.50



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

RECEIVED OF _____

FOR _____

BOOK 9225 PAGE 559

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 35000.00
CON TX 129.50
PRFEE 1.00
WDEED 20.00
TOTAL 150.50
CHECK 150.50

01/20/94 01 15:56 0001 1542

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09362
IDENTIF. ↑ REFERENCE

94 JAN 20 PM 3:55
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 747507