THIS INSTRUMENT PREPARED BY:
John A. Beam, III
Attorney-at-law
2000 First Union Tower
150 Fourth Avenue North
Nashville, Tennessee 37219-2425

FROM: Paul T. Housch, Trustee for James A. Lewis, Milton E. Hornbuckle, and J. Dudley Phillips, and James A. Lewis, Milton E. Hornbuckle, and J. Dudley Phillips (collectively the "GRANTOR")

TO: 132 Second Avenue Corporation (the "GRANTEE")

ADDRESS NEW OWNER:
132 Second Avenue Corporation
c/o Irving Martin
Twin Oaks, Highway 52
Rugby, Tennessee 37733

SEND TAX BILLS TO:
SAME

MAP/PARCEL NO:
Map 93-6-2
Parcel 78

2760 02/04 0101 03CHECK 23549.00

## WARRANTY DEED

WHEREAS, 132 Second Avenue Corporation, (the "Grantee") and LHP by James A. Lewis (the "Grantor") entered into an unrecorded lease agreement (the "Lease Agreement") on February 11, 1993 for the lease of a certain building and land located at 132 Second Avenue North (the "Property");

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Paul T. Housch, Trustee for James A. Lewis, Milton E. Hornbuckle, and J. Dudley Phillips, and James A. Lewis, Milton E. Hornbuckle, and J. Dudley Phillips, the Grantor, has bargained and sold, and by these presents do hereby transfer and convey unto 132 Second Avenue Corporation, the Grantee, its successors and assigns, a certain tract of land in Davidson County, Tennessee described as follows:

BEING part of Lot No. 14 on the Plan of the Original Town of Nashville, not of record, and being also partly shown as Lots Nos. 47 & 49 on the Plan of the Gordon Block of record in Book 21, Page 53, Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Second Avenue North, formerly Market Street; said point being the northwest corner of Lot No. 47 on Wm. H. Gordon's Plan, as of record in Book 21, page 53, Register's Office for Davidson County, Tennessee; thence eastwardly along the northerly line of said Lot No. 47 and continuing along the said line, extended, a total distance of 213 feet, more or less, to a point in the westerly margin of First Avenue North, formerly Front Street; thence with the westerly margin of said Avenue, southwardly 24 feet 1 inch to a point in the center of the partition wall between the building located on the hereindescribed property and the property located south of this property; thence westwardly with the center of said partition wall, a total distance of 213 feet, more or less, to a point in the easterly margin of Second Avenue North, formerly Market Street; thence along the easterly margin of Second Avenue North, formerly Market Street, 24 feet 1 inch to the point of beginning.

Being part of the same property conveyed to A. Harrison Johnson, Jr., Trustee, with full power by deed from Berry Wholesale Drug Company, a Tennessee corporation of record in Book 6208, page 813, Register's Office for Davidson County, Tennessee.

The said A. Harrison Johnson, Trustee, having transferred the property to Glenn G. Dukes by quitclaim deed.

Being the same property conveyed to Paul T. Housch, Trustee, with full powers to bargain, sell, convey, purchase, transfer, assign, lease, mortgage and encumber, by deed from Glenn G. Dukes, unmarried, of record in Book 7851, page 809, Register's Office for Davidson County, Tennessee.

This is improved property known as 132 Second Avenue North, Nashville, Tennessee.
GRANTEE ACCEPTS THE PROPERTY IN AS IS CONDITION.

This conveyance is made subject to:

1. 1994 taxes which have been assumed by Grantee.

2. All matters appearing on the Plan of record in Book 21, page 53, Register's Office for Davidson County, Tennessee

3. Rights of others, if any, in and to any party walls.

4. Deed of trust of record in Book 7581, page 815, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns forever; and Grantors do covenant with the said Grantee that Grantee is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for as otherwise herein set out; and Grantor does further covenant and bind themselves, their heirs, and personal representatives to warrant and forever defend the title to said land to the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 4th day of February, 1994.

GRANTORS:

Paul T. Housch, Trustee for James A. Lewis, Milton E. Hornbuckle, and J. Dudley Phillips

James A. Lewis

Milton E. Hornbuckle

J. Dudley Phillips

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, _____, a Notary Public of

said State and County, Paul T. Housch, Trustee, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 3rd day of February, 1994.

NOTARY PUBLIC

My Commission Expires: 1/7/96

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, James A. Lewis, a Notary Public of said State and County, James A. Lewis, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of February, 1994.

NOTARY PUBLIC

My Commission Expires: 11-22-97

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Milton E. Hornbuckle a Notary Public of said State and County, Milton E. Hornbuckle, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of February, 1994.

NOTARY PUBLIC

My Commission Expires: 11-22-97

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, J. Dudley Phillips, a Notary Public of said State and County, J. Dudley Phillips, with whom I am personally acquainted, and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of February, 1994.

NOTARY PUBLIC

My Commission Expires: 11-22-97

CONNIE L GREEN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $636,000.00.

AFFIANT

Subscribed and sworn to before me this 4th day of February, 1994.

NOTARY PUBLIC

My Commission Expires: 1/7/96

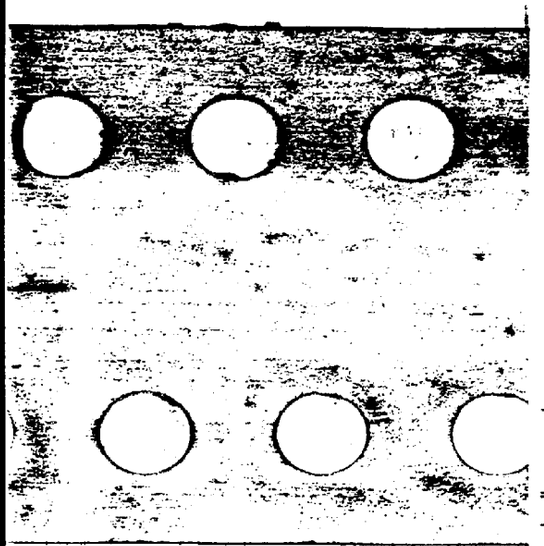
NOTARY PUBLIC STATE OF TENNESSEE AT LARGE DAVIDSON COUNTY

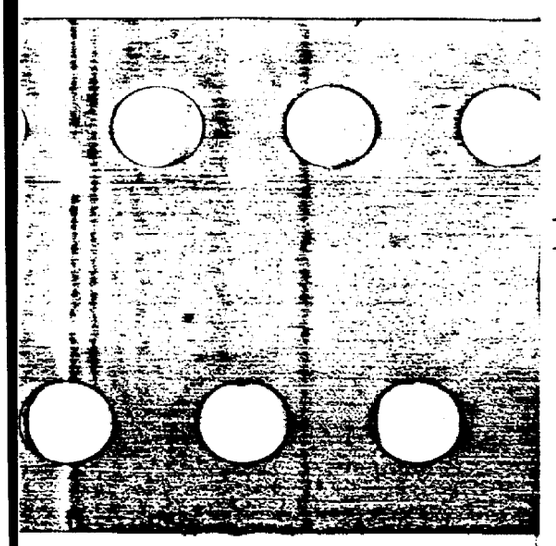
15188
IDENTIF. & REFERENCE

94 FEB -4 PM 1:51
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

2761 02/04 0101 03CHECK 23.70.20





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

RECEIVED OF _____

FOR _____

BOOK 9242 PAGE 172

| | | |
|---|---|---|
| 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
636000.00
CON TX 23532.00
PRFEE 1.00
WDEED 16.00
TOTAL 23549.00
CHECK 23549.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/04/94 01 13:50 0001 2760

VOID
CON TX 235.32
CON TX 235.32
VOID
CON TX 23532.00
CON TX 2353.20
TOTAL 21178.80
CHECK 21178.80

02/04/94 01 13:51 0001 2761

Total 2370.20

No. 755736

15188
IDENTIF. & REFERENCE

94 FEB -4 PM 1:51
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.