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

BOOK 9350 PAGE 138

Address New Owner as follows:	Send tax bills to:	Map-Parcels:
RCM Interests, L.P. **P.O. Box 22149** **Nashville, TN 37202**	**Same**	**093-06-2, 069** **105-15-017, 019**

QUITCLAIM DEED

For the purpose of dissolving the trust between Thomas C. Scott, Trustee and RCM Interests, L.P. as Beneficiary, **Thomas C. Scott, Trustee,** hereinafter called Grantor, by these presents does transfer, quitclaim and convey unto **RCM Interests, L.P.,** hereinafter called Grantee, Grantee's heirs and assigns, our interest in certain real property lying and being situated in the County of Davidson, State of Tennessee, described in Exhibit A attached hereto.

Grantor further transfers and conveys unto Grantee all personalty and fixtures existing on the within conveyed property.

Said real property is encumbered with the encumbrances described in Exhibit B attached hereto and Grantee hereby, as evidenced by its signature below, assumes the obligations of the Grantor as set forth in said encumbrances and the obligations secured thereby.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 15th day of April, 1994.

Thomas C. Scott, Trustee
Thomas C. Scott, Trustee

RCM INTERESTS, L.P.

By: Robert C.H. Mathews
Robert C.H. Mathews, Jr.,
General Partner

By: Robert C.H. Mathews III
Robert C.H. Mathews, III,
General Partner

51804
IDENTIF. & REFERENCE

94 MAY 19 AM 10:47
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

707 0702 0101 0306 EC% 20.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cathy H. Pruitt, a Notary Public of said County and State, **Thomas C. Scott, Trustee**, and not individually with full power to sell, transfer, encumber and convey without the joinder of any beneficiary, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 18th day of May, 1994.

Cathy H. Pruitt
NOTARY PUBLIC

My Commission Expires: 3/22/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Robert C.H. Mathews, Jr. and Robert C.H. Mathews, III,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be the general partners of **RCM Interests, L.P.,** a Tennessee limited partnership, and that they as such general partners executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by themselves as the general partners.

WITNESS my hand and official seal at office on this 18th day of May, 1994.

Cathy H. Pruitt
Notary Public

My commission expires: 3/22/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $0.00.

Thomas C. Scott
AFFIANT

Sworn to and subscribed before me this 18th day of May, 1994.

Cathy H. Pruitt
NOTARY PUBLIC

My commission expires: 3/22/97

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EXHIBIT A

150 Second Avenue, North.

Land in Davidson County, Tennessee, being part of Lot No. 13 on the Plan of the Original Town of Nashville, not of record, described as follows:

Beginning at a point on the eastern margin of Second Avenue, North, formerly Market Street, 366.30 feet from the south margin of Church Street at a point now known as the southwest corner of a lot owned by Tennessee Wholesale Drug Company by deed from Mrs. Nancy B. Overton, of record in Book 1129, Page 251, Register's Office for said County (said corner being the center line of the partition wall between the second and third houses on the Foote Block counting from north to south, or between the third and fourth houses of said block counting south to north) and running southwardly along said Second Avenue, North, formerly Market Street, 30.00 feet, more or less, to the Mary Overton Thompson property at a point opposite the center of the partition wall between the third and fourth houses of the Foote Block counting from north to south, or between the second and third houses of said block counting from south to north; thence eastwardly through the center of said partition wall and the line of the Thompson property, 212.00 feet, more or less, to First Avenue, North, formerly Front Street; thence northwardly with First Avenue, North, formerly Front Street 30.00 feet, more or less, to a point in the center of said partition wall of the property owned by the said Tennessee Wholesale Drug Company, hereinbefore referred to, which point is 365.10 feet distant from the south margin of Church Street, measuring along First Avenue, North, formerly Front Street; thence, westwardly through the center of said partition wall, 212.00 feet, more or less, to the beginning.

Being the same property conveyed to R.C. Mathews Contractor, Inc., by deed from Mead Land Services, Inc., of record in Book 4844, Page 408, Register's Office for Davidson County, Tennessee, and being further conveyed to Thomas C. Scott, Trustee, by deed of record in Book 5764, Page 222, said Register's Office.

160-162 Second Avenue, North.

Land in Davidson County, Tennessee, being a part of Lot No. 13 on the Original Plan of Nashville, not of record, described as follows:

Beginning at a point in the easterly margin of Second Avenue, North, formerly Market Street, said point being 311.30 feet southerly from the south margin of Church Street; thence, southwardly along said margin of Second Avenue, North, 55.00 feet, more or less, to a point opposite the center of a partition wall; thence, eastwardly through the center of said partition wall, 212.00 feet, more or less, to the westerly margin of First Avenue, North, formerly Front Street; thence, north 55.00 feet, more or less, to a point which is 310.10 feet distant from the south margin of Church Street, as measured along First Avenue, North; thence, westwardly 212.00 feet, more or less, to the point of beginning.

Being the same property conveyed to R.C. Mathews Contractor, Inc., by deed from Tennessee Wholesale Drug Company, Inc., of record in Book 5066, Page 301, Register's Office for Davidson County, Tennessee, and being further conveyed to Thomas C. Scott, Trustee, by deed of record in Book 5764, Page 222, said Register's Office.

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

470-480 Craighead.

A parcel of land in the 7th Civil District of Nashville, Davidson County, Tennessee, bounded on the north by Genesco and on the south by Craighead Avenue, being part of Lot No. 1, on the Plan of the Lands of W.W. Berry, as of record in Book 421, page 26, Register's Office for said County, and described according to a copy of a survey thereof made by Barge, Waggoner, Sumner & Cannon, Surveyors, dated September 24, 1973, as follows:

Beginning at a point in the northerly margin of Craighead Avenue, 951.00 feet, more or less, from the westerly margin of Bransford Avenue; thence with said margin, north 82 degrees 25 minutes 18 seconds west, 407.55 feet to a point; thence, leaving Craighead Avenue, north 05 degrees 18 minutes west 191.06 feet to a point; thence, south 51 degrees 51 seconds east, 160.40 feet to a point; thence, south 73 degrees 16 minutes 12 seconds east, 114.12 feet to a point; thence, north 59 degrees 09 minutes east, 58.60 feet to a point; thence, north 59 degrees 12 minutes 17 seconds east, 76.84 feet to a point; thence, north 52 degrees 44 minutes 15 seconds east, 123.44 feet to a point; thence, south 06 degrees 18 minutes 48 seconds, west, 257.75 feet to the point of beginning, containing 1.38 acres, more or less.

Being the same property conveyed to Thomas C. Scott, Trustee, by deed from R.C. Mathews Contractor, Inc., of record in Book 5764, Page 222, Register's Office for Davidson County, Tennessee.

(1) Deed of Trust dated December 23, 1981, of record in Book 5841, page 821, Register's Office for Davidson County, Tennessee, as amended by (A) Deed of Trust Amendment and Modification Agreement dated December 7, 1984, of record in Book 6444, page 696, Register's Office for Davidson County, Tennessee, (B) Second Deed of Trust Amendment and Modification Agreement dated December 27, 1985, of record in Book 6748, page 533, Register's Office for Davidson County, Tennessee, (C) Third Deed of Trust Amendment dated May 6, 1987, or record in Book 7232, page 228, Register's Office for Davidson County, Tennessee, (D) Fourth Deed of Trust Amendment and Modification Agreement dated July 14, 1989, or record in Book 7896, page 91, Register's Office for Davidson County, Tennessee, (E) Fifth Amendment to Deed of Trust dated January 23, 1991, of record in Book 8280, page 988, Register's Office for Davidson County, Tennessee, (F) Sixth Amendment to Deed of Trust dated May 1, 1991, of record in Book 8369, page 607, Register's Office for Davidson County, Tennessee, and (G) Seventh Amendment to Deed of Trust dated July 29, 1991, of record in Book 8420, page 555, Register's Office for Davidson County, Tennessee (as amended, the "LOC Deed of Trust");

(2) Deed of Trust held by Robert M. O'Neal and Maggie O'Neal, of record in Book 5909, page 709, securing a note in the amount of $90,000.00. (160-162 Second North)

(3) Deed of Trust dated March 2, 1988, of record in Book 7482, page 163, Register's Office for Davidson County, Tennessee, as amended by (A) First Amendment to Deed of Trust dated January 23, 1991, of record in Book 8281, page 1, Register's Office for Davidson County, Tennessee, (B) Second Amendment to Deed of Trust dated May 1, 1991, of record in Book 8369, page 620, Register's Office for Davidson County, Tennessee, and (C) Third Amendment to Deed of Trust dated July 29, 1991, of record in Book 8420, page 547, Register's Office for Davidson County, Tennessee ("Parking Garage B Deed of Trust");

(4) Cross-Default and Cross-Collateralization Agreement dated January 23, 1991, of record in Book 8281, page 11, Register's Office for Davidson County, Tennessee, and of record in Book 176, page 148, Register's Office for Sumner County, Tennessee, as amended by First Amendment to Cross-Default and Cross-Collateralization Agreement dated May 2, 1991, or record in Book 8369, page 614, Register's Office for Davidson County, Tennessee, and of record in Record Book 404, page 405, Register's Office for Sumner County, Tennessee (the "CDCC Agreement").