BOOK 9380 PAGE 903

SPECIAL WARRANTY DEED

FROM: Creekside Partners, a Tennessee general partnership, Grantor

TO: The North Atlantic Life Insurance Company of America, 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
The North Atlantic Life Insurance Company of America c/o Washington Square Capital, Inc. 100 Washington Square Suite 800 (Zip 55401-2147) P.O. Box 9402 (Zip 55440) Minneapolis, MN 55400	Same	148-49

PICK-UP

94 JUN 17 AM 9:11
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

61905
IDENTIF. & REFERENCE

STATE OF Minnesota)
COUNTY OF Hennepin)

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Forty Nine Thousand Nine Hundred Sixty and No/100 Dollars ($549,960.00).

per
Affiant

SUBSCRIBED AND SWORN TO before me, this the 13th day of June, 1994.

JACQUELINE I. PARENTEAU
NOTARY PUBLIC-MINNESOTA

Jacqueline D. Parenteau
Notary Public

My Commission Expires: 1/31/2000

FOR VALUE RECEIVED, and in consideration of the release by Grantee of certain obligations of Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, CREEKSIDE PARTNERS ("Grantor"), a Tennessee general partnership composed of Ernest D. Taylor and Winston C. Hickman, has bargained and sold, and by these presents transfers and conveys to THE NORTH ATLANTIC LIFE INSURANCE COMPANY OF AMERICA ("Grantee"), a New York corporation, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A attached hereto and by reference is made a part hereof as fully as if incorporated herein verbatim, together with all buildings and improvements thereon and all easements and appurtenances benefitting the same (the "Property").

This is improved property, known as 2035 Antioch Pike, Nashville, Tennessee.

This conveyance is expressly made subject to those encumbrances listed on Exhibit B attached hereto and by reference made a part hereof as fully as if incorporated herein verbatim including, without limitation, the Security Documents (as such term is defined on Exhibit B).

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

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

Grantor does further covenant and bind Grantor, its heirs, successors and assigns to warrant and forever defend the title to the Property to Grantee, its heirs, successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, excluding those matters set forth on Exhibit B to which this conveyance is expressly made subject.

This conveyance is expressly made subject to the Security Documents (as such term is defined on Exhibit B and as such Security Documents are described on Exhibit B) which are presently held by Grantee, all of which shall remain in full force and effect and shall not be extinguished by the doctrine of merger, or otherwise, but shall be and remain at all times separate and distinct notwithstanding any union in Grantee of the rights, title and interest in the Property and in the Security Documents, and the liens and security interests evidenced by the Security Documents and the debt secured thereby shall remain in full force and effect, and the Security Documents shall at all times constitute and evidence a valid and continuous lien upon and security interest in the Property until a full release of the liens and security interests evidenced by the Security Documents is recorded by

Grantee or its successors and assigns and recorded in the Register's Office of Davidson County, Tennessee.

WITNESS the hands of the undersigned this 17 day of June, 1994.

CREEKSIDE PARTNERS, a
Tennessee general partnership

By: Ernest D. Taylor
Ernest D. Taylor,
General Partner

By: Winston C. Hickman
Winston C. Hickman,
General Partner

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Bettie Jane Winton, a Notary Public of said County and State, personally appeared Ernest D. Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of CREEKSIDE PARTNERS, the within named bargainor, a Tennessee general partnership, and that he as such general partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at Office, this 16 day of June, 1994.

Bettie Jane Winton
Notary Public

My Commission Expires: 7/23/94

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Bettie Jane Winton, a Notary Public of said County and State, personally appeared Winston C. Hickman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of CREEKSIDE PARTNERS, the within named bargainor, a Tennessee general partnership, and that he as such general partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at Office, this 16th day of June, 1994.

Bettie Jane Winton
Notary Public

My Commission Expires: 7/23/94

EXHIBIT A

Description

Being Lot One on the resubdivision of Creekside Centre Plat as of record in Plat Book 6900, page 773, Register's Office for Davidson County, Tennessee, bounded on the northwest by Peterbilt Subdivision, of record in Plat Book 5200, page 13, on the east by Antioch Pike and on the south by Matrix Mini Warehouse, of record in Plat Book 6250, page 931, more particularly described as follows:

Beginning at a concrete monument on the westerly margin of Antioch Pike as dedicated by Creekside Centre Plat of record in Plat Book 6900, page 543, and being the easterly corner of said plat; thence, leaving Antioch Pike and with the northerly boundary of Marix Mini Warehouse recorded Plat, S 52 deg. 27' 27" W, 298.94 feet to a P-K nail set in concrete curb; thence, continuing with said northerly boundary, S 68 deg. 25' 50" W, 588.16 feet to a point in Mill Creek; thence, with the southeasterly boundary of the Peterbilt Subdivision and Mill Creek the following to the westerly margin of Antioch Pike; N 06 deg. 47' 25" W, 40.73 feet, N 20 deg. 08' 16" E, 209.08 feet, N 33 deg. 26' 16" E, 274.86 feet, N 38 deg. 59' 54" E, 159.88 feet, N 36 deg. 46' 11" E, 318.89 feet; thence with the westerly margin of Antioch Pike, S 28 deg. 10' 29" E, 181.63 feet to a concrete monument; thence continuing with said westerly margin with a curve to the left having a central angle of 04 deg. 37' 45", radius of 1940.86 feet, 156.81 feet to an iron pin; thence, westerly with a curve to the left having a central angle of 55 deg. 30' 36", radius of 30.00 feet, 29.06 feet to an iron pin; thence, southwesterly with a curve to the left having a central angle of 13 deg. 22' 13", radius of 695.00 feet, 162.18 feet to an iron pin; thence S 37 deg. 32' 33" E, 27.18 feet to an iron pin; thence N 52 deg. 27' 27" E, 5.00 feet to an iron pin; thence S 37 deg. 32' 33" E, 58.00 feet to an iron pin; thence N 52 deg. 27' 27" E, 175.00 feet to an iron pin on the westerly margin of Antioch Pike; thence, with said westerly margin and a curve to the left having a central angle of 02 deg. 49' 40", radius of 1940.86 feet, 95.79 feet to a concrete monument; thence, S 37 deg. 29' 29" E, 28.25 feet to the point of beginning.

Together with appurtenant easements created by Reciprocal Parking and Access Easement of record in Book 7741, page 779, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Creekside Partners, a Tennessee general partnership composed of Ernest D. Taylor and Winston C. Hickman by Deed from Gaius Hill and wife, Sherry Hill, of record in Book 8181, page 331, Register's Office of Davidson County, Tennessee.

EXHIBIT B

Liens and Encumbrances

1. The lien from 1994 taxes, not yet due and payable.

2. Tennessee Deed of Trust and Security Agreement and Fixture Filing (the "Mortgage") dated December 28, 1988, recorded in Book 7741, page 782, in the Register's Office of Davidson County, Tennessee ("Register's Office") establishing a first lien and security interest in the Property.

3. Assignment of Rents and Leases of even date with the Mortgage, recorded in Book 7741, page 806, in the Register's Office (the "Lease Assignment").

4. UCC-1 Financing Statement filed in Book 7741, page 816, in the Register's Office ("Financing Statements").

5. Assignment of Rents and Leases dated August 9, 1990 recorded in Book 8181, page 335, in the Register's Office (the "Additional Lease Assignment").

6. UCC-1 Financing Statements filed in Book 8181, page 347, Book 8181, page 352, and Book 8181, page 356, and as File Nos. D78181, D78182, D78183, in the Register's Office, and as File Nos. 803585, 803586 and 803587 in the Office of the Secretary of State of Tennessee (the "Additional Financing Statements").

   For convenience, the Mortgage, Lease Assignment, Additional Lease Assignment, Financing Statements and Additional Financing Statements are hereinafter collectively referred to as "Security Documents".

7. All matters shown on Plat recorded in Book 6900, page 773, as amended by Surveyor's Certificate of Correction of record in Book 7709, page 348, in the Register's Office.

8. Easement(s) as set forth in instrument recorded in Book 7565, page 552, in the Register's Office.

9. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 6581, page 118, in the Register's Office.

10. Three 3 X 15 foot Anchor Easements along Antioch Pike as shown in Book 6900, page 543, in the Register's Office.

11. Permanent Easement for construction as set forth in Book 6276, page 149, in the Register's Office.

12. Permanent Easement and Right-of-Way for street purposes of record in Book 6314, page 235, in the Register's Office.

13. Easement for the flow of Mill Creek.

14. Right of Others in and to Reciprocal Parking and Access Easement of record in Book 7741, page 779, in the Register's Office.

15. Agreement for Dedication of Easement, Water Mains and Appurtenances of record in Book 7758, page 697, in the Register's Office.

16. Deeds of Conveyance to Metropolitan Government of Nashville and Davidson County of record in Book 8127, page 858 and Book 8127, page 905, in the Register's Office.

17. Rights of Tenants under the tenant leases described on Exhibit C attached hereto and incorporated herein by reference.

EXHIBIT C

Tenant Leases

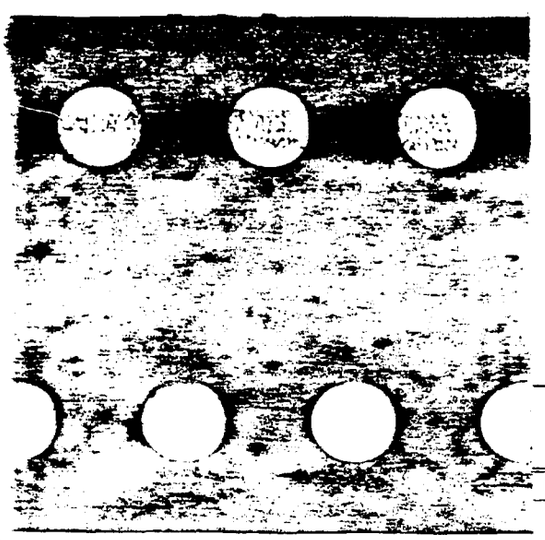
CREEKSIDE
RENT ROLL
AS OF 12/31/93
(CURRENT AS OF 5/31/93)

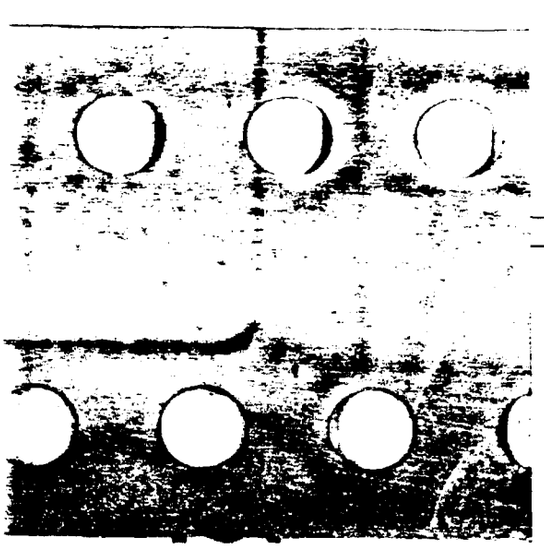
	TERM BEGINNING DATE	TERM ENDING DATE	SQ.FT.	RATE /SQ.FT.	ANNUAL RENT	Monthly Rent
BUILDING 1						
MAJESTIC CLEANERS	06/05/90	06/04/94	1,200	9.25	11,100 *	$925 + 75
GOODWILL	07/17/89	MO TO MO	4,800	5.00	24,000	$2000
AGEE'S LOUNGE	03/05/93	03/04/95	2,400	9.00	21,600	$1800
SUNRISE COFFEE SERV.	03/01/91	MO TO MO	1,200	5.64	6,768	$564
HAIR AFFAIR	09/24/93	09/23/96	2,400	8.00	19,200	$1600
TOTAL BUILDING 1			12,000	6.89	82,668	
BUILDING 2						
CONCORD CLEANERS	05/01/91	04/30/96	4,000	7.75	31,000 **	$2583.33 + $18
VACANT			3,000	0.00	0	
TOTAL BUILDING 2			7,000	4.43	31,000	
TOTAL CREEKSIDE			19,000	5.98	113,668	

* MAJESTIC CLEANERS ALSO PAY COMMON AREA REIMBURSEMENT OF $75.00/MO.

** CONCORD CLEANERS ALSO PAYS MONTHLY CHARGE OF $1,870/MONTH FOR WATER AND SEWER.

7013 06/17 0101 03CHECK 2059.85





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

RECEIVED OF _____

FOR _____

BOOK 9380 PAGE 909

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 549960.00
CON TX 2034.85
PRFEE 1.00
WDEED 24.00
TOTAL 2059.85
CHECK 2059.85

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

61905
IDENTIF. ← REFERENCE

94 JUN 17 AM 9:11
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 803754