Book 36

THIS INSTRUMENT PREPARED BY:
CHARLES B. REASOR, JR.
WHITE & REASOR
3305 WEST END AVENUE
NASHVILLE, TENNESSEE 37203

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS.
MINORICO, L.P.	NEW OWNER	Map 82-13
921 Second Avenue, North		Parcel 358
Nashville, TN 37201		

BOOK 9505 PG 106

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Five Hundred Thousand and No/100 ($500,000.00) Dollars, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, JUNIOR CORPORATION, a Tennessee corporation ("Grantor"), has bargained and sold, and by these presents does transfer, convey and specially warrant unto MINORICO, L.P., a Tennessee limited partnership ("Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described in Exhibit "A," which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and special warranties contained herein, are made expressly subject to those matters set forth herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, of this transfer is $500,000.00.

Joseph Lowner
AFFIANT

Subscribed and sworn to before me this 26th day of October, 1994.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE
Sherri D. Hollars
My Commission Expires
January 22, 1995
STATE OF TENNESSEE

MY COMMISSION EXPIRES:

This is improved property known as 921 Second Avenue, North, Nashville, Tennessee 37201.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's 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 except for (i) 1994 Metropolitan Government of Nashville and Davidson County, Tennessee, real property taxes, which are to be paid in part by Alcoa Recycling Company, Inc. ("Alcoa"), pursuant to the terms of the hereinafter defined Lease; (ii) unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area, encroachments, and overlapping of improvements which an accurate and complete survey would disclose; (iii) all matters shown on the Plan of Record in Book 6200, Page 816, Register's Office for Davidson County, Tennessee; (iv) any and all zoning regulations, building restrictions, and setback lines, if any, and visible easements on

the property and easements and rights-of-way for public utilities; and (v) all of the terms and conditions of a Lease Agreement dated November 29, 1988, by and between Calvin L. Tate ("Tate") and Alcoa, as amended by a First Amendment to Lease Agreement, dated August 23, 1989, between Alcoa and Tate, as further amended by a Second Amendment to Lease Agreement dated December 15, 1992, by and among Grantor, Grantee and Alcoa. Said Lease Agreement, as amended, shall herein from time to time be referred to as the "Lease." In addition to the conveyance of the Property herein contained, Grantor hereby sets over and assigns unto Grantee with the same special warranties as herein contained, all of Grantor's right, title and interest in and to the Lease. Grantor and Grantee agree that the Lease shall terminate as to the two (2) of them on November 1, 1994; provided, however, such termination shall not affect the obligations of Alcoa under the Lease, including, but not limited to its obligation to pay 1994 Metropolitan Government of Nashville and Davidson County, Tennessee, real property taxes for the period beginning January 1, 1994, through October 31, 1994.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed on this the 26th day of October, 1994.

GRANTOR:

JUNIOR CORPORATION

BY: _____
Cason A. Dickinson, President

GRANTEE:

MINORICO, L.P.

BY: GRAY AND TOWNER CORPORATION,
General Partner

BY: _____
Joseph Towner, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public, Cason A. Dickinson, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of JUNIOR CORPORATION, a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation.

WITNESS MY HAND, at office this 26th day of October, 1994.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:
1-24-98

[MINORICO, L.P. ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BEFORE ME, _____, a Notary Public in and for the County and State aforesaid, personally appeared Joseph Towner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be President of Gray and Towner Corporation, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument by signing the name of the corporation by himself as President, in its capacity as General Partner for MINORICO, L.P., the bargainor, a Tennessee limited partnership, and that the corporation, as such General Partner executed the same for the purposes therein contained, by signing the name of the limited partnership by itself as General Partner.

WITNESS MY HAND AND SEAL, at office in Nashville, Tennessee, this the 26th day of October, 1994.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
AT LARGE
Sherri D. Hollars
My Commission Expires
January 22, 1995
STATE OF TENNESSEE

03987
IDENTIFICATION REFERENCE

94 OCT 28 PM 2:53
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

2495 10/28 0101 03CHECK 1867.00

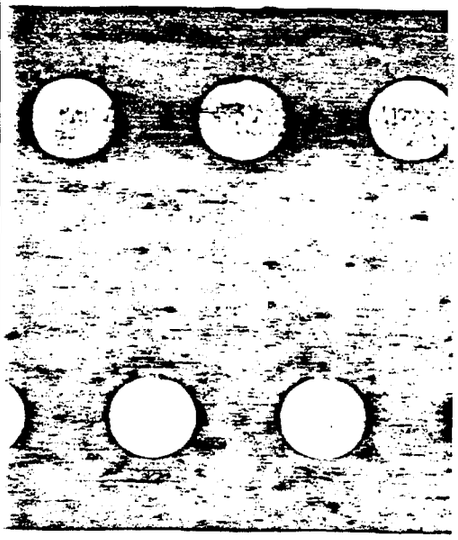
EXHIBIT "A"

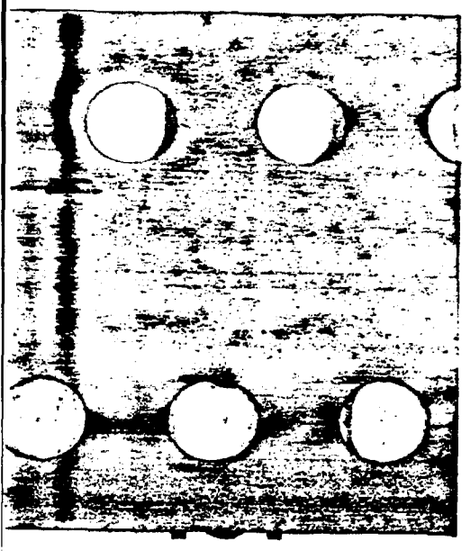
LEGAL DESCRIPTION

BEING certain real property in Davidson County, Tennessee, described as follows:

BEING Lot No. 1 on the Plan of Stockyards Business Center, Section Two, of record in Book 6200, Page 816, Register's Office for Davidson County, Tennessee, to which Plan reference is here made for a more complete and accurate description of said Lot.

BEING the same property conveyed to Junior Corporation by deed from First American National Bank, as of record in Book 8150, Page 479, said Register's Office.





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

RECEIVED OF _____

FOR _____

BOOK 9505 PG 110

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 500000.00
CON TX 1850.00
PRFEE 1.00
WDEED 16.00
TOTAL 1867.00
CHECK ~~1867.00~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 10/28/94 01 14:56 0001 2495

03987
IDENTIF. & REFERENCE

94 OCT 28 PM 2:53
REGISTER
DAVIDSON COUNTY, TN.

No. 848808