18

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (MSP)
2700 First American Center
Nashville, Tennessee 37238

GENERAL WARRANTY DEED
IN LIEU OF FORECLOSURE

BOOK 9520PG656

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
First American National Bank First American Center Nashville, TN 37237	SAME	Davidson County No. 171-149 Williamson County No. 11-A-D-11

WHEREAS, First American National Bank ("Grantee") is the lawful owner and holder of the indebtedness (the "Secured Indebtedness") secured by that certain Deed of Trust and Security Agreement dated December 18, 1986 (the "Deed of Trust") conveying certain property (the "Property") from Merchants Walk Joint Venture ("Grantor") to Michael E. Hendren, Trustee, of record in Book 7073, page 581, Register's Office for Davidson County, Tennessee, and in Book 634, page 421, Register's Office for Williamson County, Tennessee; and

WHEREAS, a default has occurred under the Deed of Trust, and Grantee presently has the right to cause the Trustee thereunder to sell the Property pursuant to the power of sale provided in the Deed of Trust; and

WHEREAS, Grantor has agreed to convey the Property to Grantee in exchange for the forgiveness of a portion of the Secured Indebtedness, or at Grantee's option, converting a portion of the indebtedness to a non-recourse obligation, all as more particularly set forth in the Forbearance Agreement of even date herewith by and among Grantor, Grantee and the guarantors therein named;

NOW, THEREFORE, in consideration of Grantee's forgiveness of such portion of the Secured Indebtedness, the sufficiency of which consideration is hereby acknowledged by Grantor, Grantor hereby bargains and sells, and by these presents does transfer and convey unto Grantee, its successors and assigns, a certain tract or parcel of land located in Davidson and Williamson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and that same is unencumbered.

Grantor further covenants and binds itself and its successors, to warrant and forever defend the title to said land to its successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth above.

This deed is executed, delivered and accepted as a deed in lieu of foreclosure of (or exercise of the power of sale under), and not as additional security for the indebtedness secured by, the Deed of Trust. It is the intention of Grantor to transfer to Grantee absolute fee simple title to the herein described property free of any right and/or equity or redemption of Grantor. Furthermore, it is the intention of Grantor and Grantee that the lien and security title of the Deed of Trust will not merge into the fee simple title conveyed to Grantee pursuant to this Deed. No such merger will occur unless and until Grantee executes a written instrument specifically effecting such merger and records the same in the aforesaid Register's Office.

IN WITNESS WHEREOF, on this 14th day of May, 1993, Grantor has caused its name to be signed hereto by its duly authorized partners.

MERCHANTS WALK JOINT VENTURE

By: _____
W. Gerald Ezell, Partner

By: _____
Richard W. Sorenson, Partner

By: _____
George A. Volkert, Partner

By: 6116 Property Company, Ltd.

By: _____
General Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public, W. Gerald Ezell, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is a partner of Merchants Walk Joint Venture, a Tennessee general partnership.

WITNESS my hand, at office, this 12th day of May, 1993.

Julia V. Roberts
Notary Public

My Commission Expires:

January 25, 1997

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public, Richard W. Sorenson, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is a partner of Merchants Walk Joint Venture, a Tennessee general partnership.

WITNESS my hand, at office, this 19th day of May, 1993.

Sherry Chesthom
Notary Public

My Commission Expires:

July 22, 1995

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public, George A. Volkert, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is a partner of Merchants Walk Joint Venture, a Tennessee general partnership.

WITNESS my hand, at office, this 19th day of May, 1993.

Sherry Cheatham
Notary Public

My Commission Expires:
July 22, 1995

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public, Steven W. Bzdl, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the General Partner of 6116 Property Company, Ltd., a limited partnership that is a partner of Merchants Walk Venture, a general partnership, and is authorized by the limited partnership, the limited partnership being authorized by the general partnership, to execute this instrument on behalf of the general partnership.

WITNESS my hand, at office, this 17th day of May, 1993.

Susan G. Langley
Notary Public

My Commission Expires:
9/24/94

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $2,660,000.

Affiant

Sworn to and subscribed before me this 30th day of ~~May~~ September, 1993.

Notary Public

My Commission Expires:
September 24, 1994

EXHIBIT A

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee and in the Fifteenth Civil District of Williamson County, Tennessee, more particularly described (and taken from the survey of Ragan, Smith, Murphy & Associates, dated May 1, 1985, and most recently revised September 16, 1986 (Job No. 85-039) as follows:

Beginning at an iron pin set on the south right-of-way line of Old Hickory Boulevard eastwardly 266.50 feet along the south right-of-way line of Old Hickory Boulevard from the northeast end of the easterly return curve at the intersection of Old Hickory Boulevard and Eastpark Drive, a 60-foot road; said iron pin is the northeast corner of Lot 6, 1.901 acres, on the plat of a Resubdivision of Tract Two, Maryland Farms East Park as recorded in Plat Book 5200, page 660, R.O.D.C., Tennessee and the northwest corner of the herein described tract; thence, with the south right-of-way line of Old Hickory Boulevard, S 88 degrees 17' 59" E 321.31 feet to an iron pin set; thence, with a curve to the left having a radius of 1520.03 feet a distance of 243.40 feet to an iron pin set; said curve has a chord bearing and distance of N 87 degrees 06' 47" E 243.14 feet; thence, N 82 degrees 31; 32: E 256.06 feet to a railroad spike set; thence, southwestwardly, with the northwest boundary line of the property of Glen A. Noble as recorded in Deed Book 100, page 83, R.O.W.C., Tennessee and a curve to the right having a radius of 650.00 feet, a distance of 259.50 feet to an iron pin set; thence, with the northwest boundary line of the property of Glen A. Noble, and the property of Grace's Inc., as recorded in Deed Book 219, page 492, R.O.W.C., Tennessee, S 56 degrees 54' 14" W 363.91 feet to an existing iron pin; thence, with the northwest boundary line of the property of Edwin Raskin Company as recorded in Deed Book 369, page 437, R.O.W.C., Tennessee S 58 degrees 33' 55" W 72.53 feet to an existing p.k.; thence, with the north boundary line of Tract Three, 1.76 acres as shown on the plat of the Resubdivision of Tract Two, Maryland Farms East Park, N 86 degrees 28' 42" W 290.29 feet to an existing p.k.; thence, with the east boundary line of Lot 6, 1.901 acres N 3 degrees 31' 18" E 364.17 feet to the point of beginning and containing 214.668 square feet or 4.928 acres.

Less and except a tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee subject to partial release of record in Book 7135, page 973 more particularly described as follows:
Beginning at the point of intersection of the existing south margin of Old Hickory Boulevard and the west boundary of the G. A. Noble property; thence south 83 degrees 20' 10" W 15 feet, more or less; thence south 83 degrees 20' 10" W 31.625 feet; thence with a spiral curve right westwardly 256.707 feet; thence south 02 degrees 35' 28" E 5.0 feet; thence with a curve right having a radius of 1,347.24 feet westwardly 5.69 feet; thence with a curve left having a radius of 934.77 feet westwardly 137.05 feet; thence north 82 degrees 52' 17" W 131.35 feet; thence north 05 degrees 43' 45" E 5.0 feet; thence north 82 degrees 52' 08" W 65.04 feet to a point in the existing south margin of Old Hickory Boulevard; thence with said south margin eastwardly 632 feet, more or less to the point of beginning and containing 4,923 square feet.

Being the same property conveyed to Merchants Walk Venture by Deed of Record in Book 7073, page 572, Register's Office for Davidson County, and by Deed of Record in Book 634, page 412 Register's Office for Williamson County, Tennessee.

EXHIBIT B

1. 1993 Taxes, a lien, which are not yet due and payable.

2. Deed of Trust from Grantor to Michael E. Hendren, Trustee, for the benefit of Grantee, recorded in Book 7073, page 581, Register's Office of Davidson County, Tennessee, and Book 634, page 421, Register's Office of Williamson County, Tennessee.

3. Easement(s) as set forth in instrument recorded in Book 7224, page 565, Register's Office of Davidson County, Tennessee, and Book 664, page 380, Register's Office of Williamson County, Tennessee.

4. Easement(s) as set forth in instrument recorded in Book 7681, page 302, and Book 7681, page 336, Register's Office of Davidson County, Tennessee.

5. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 6185, page 274, Register's Office of Davidson County, Tennessee, and Book 463, page 566, Register's Office of Williamson County, Tennessee.

6. Restrictions shown on Plat recorded in Book 5200, page 660, Register's Office of Davidson County, Tennessee, and Book 8, page 107, Register's Office of Williamson County, Tennessee.

7. Easement(s) and Building setback(s) as shown on Plat recorded in Book 5200, page 660, Register's Office of Davidson County, Tennessee, and Book 8, page 107, Register's Office of Williamson County, Tennessee.

8. Terms and provisions of Lease from Merchants Walk Venture, to TJC Investors LP2 d/b/a T.J. Cinnamons dated May 8, 1987 and recorded in Book 7406, page 666, Register's Office of Davidson County, Tennessee.

9. Rights of tenants in possession under the following unrecorded lease(s):

	Name of Tenant	Date of Lease Expiration
a.	Atlas World Travel, Inc.	02/28/94
b.	Bangkok Palace	09/14/93
c.	Blimpie	11/08/02
d.	The Boxworks	12/31/93
e.	C Ann's Petites	09/30/93
f.	Calipso Cafe, Inc.	04/14/93
g.	CBM Computer Center	07/28/94

Exhibit B continued

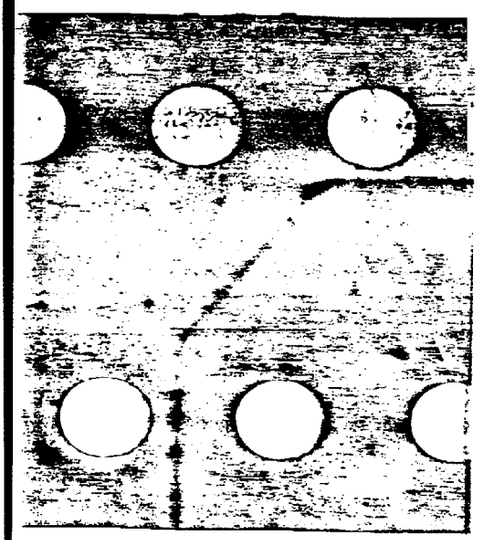
	Name of Tenant	Date of Lease Expiration
h.	JAE SOON CHDI	04/30/96
i.	Cumberland Express Photo	06/15/93
j.	Kinko's	11/30/97
k.	Klass Act	11/08/93
l.	Masterpiece Hair Design	05/15/94
m.	The Nashville Depot	05/24/93
n.	Pargo's	10/31/02
o.	Santa Fe Trail	06/14/93
p.	Union Planters Nat'l Bank	08/11/98

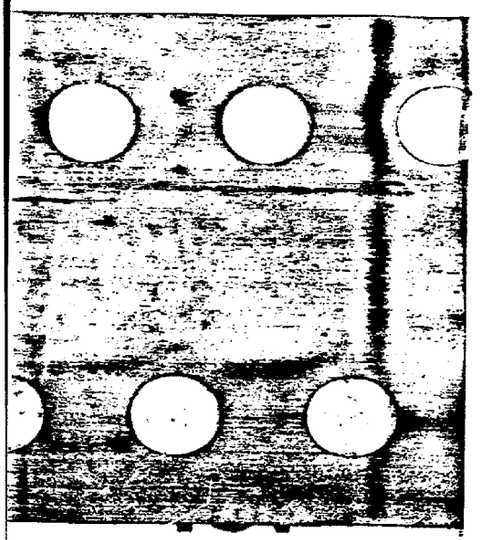
203616.02

4057 11/15 0101 03CHECK 9875.00

08979
IDENTIF. ↑ REFERENCE

94 NOV 15 AM 10:26
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.





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

RECEIVED OF _____

FOR _____

BOOK 9520 PG 664

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 2660000.00
CON TX 9842.00
PRFEE 1.00
WDEED 32.00
TOTAL 9875.00
CHECK 9875.00

11/15/94 01 10:26 0001 4057

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08979 - IDENTIF. & REFERENCE

94 NOV 15 AM 10:26

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 854135