BOOK 9545 PG 799

BOX 15

POINT EAST
UNIT WARRANTY DEED

FROM: POINT EAST CORPORATION

TO: William R. Jontz, Jr. (as to a 1/2 undivided interest) and David E. Nash (as to a 1/2 undivided interest), as tenants in common

THIS INSTRUMENT PREPARED BY:
A. Harrison Johnson, Jr. Esquire
Suite 600, 49 Music Square West
Nashville, TN 37203

ADDRESS NEW OWNER(S) AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NOS.:
Map 61-3B par. 104

William R. Jontz, Jr., (as to a 1/2 undivided interest) and David E. Nash (as to a 1/2 undivided interest), as tenants in common (NAME)

SAME (NAME)

FIELD BOOK NO. Map.

104 East Point Drive (STREET ADDRESS AND ROUTE NUMBER) (STREET ADDRESS)

Nashville, Tennessee 37216 (CITY) (STATE) (ZIP) (CITY) (STATE) (ZIP)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $65,000.

David E. Nash
Affiant

Subscribed and sworn to before me, this 29 day of Dec, 1994.

My Commission Expires: 8-12-97 (Affix Seal)

Curtis M. [illegible]
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of SIXTY-FIVE THOUSAND DOLLARS ($65,000), of which Fifty-Nine Thousand Dollars ($59,000), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Six Thousand Dollars ($6,000) William R. Jontz, Jr. (as to a 1/2 undivided interest) and David E. Nash (as to a 1/2 undivided interest), as tenants in common ("Grantees" herein) have executed a vendor's lien note of even date herewith due January 1, 2000, and made payable to the Grantor herein in the sum of Six Thousand Dollars ($6,000), and providing for payment of collection costs, court costs and attorney's fees, and to secure the payment of said indebtedness, principal, interest, collection costs, court costs and attorney fees, the undersigned Grantor, POINT EAST CORPORATION, a Tennessee corporation (the "Grantor" herein), has bargained and sold, and by these presents does transfer and convey unto the said Grantees, William R. Jontz, Jr. (as to a 1/2 undivided interest) and David E. Nash (as to a 1/2 undivided interest), as tenants in common, their heirs and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

*Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 6,000.00

Being Unit No. 104 as shown on the Plan of record in Book 6200, Page 253, Register's Office for Davidson County, Tennessee, and as shown on Plat of Point East Office Condominiums, Exhibit C to Master Deed for Point East Office Association, together with an undivided interest in the common elements of Point East Office Association, all as described in Book 7308, Page 901, said Register's Office, and as amended by First Amendment to Master Deed for Point East, Office Association of record in Book 7340, Page 727, said Register's Office.

Being part of the same property conveyed to Grantor of record in Book 7035, Page 293, said Register's Office.

The legal description and the state of title of the property have been furnished to the draftsman by the Grantor, by third parties or from the record. The draftsman assumes no liability as to the accuracy thereof.

This is improved property, known as 104 Point East Drive, Nashville, TN.

As part of the consideration for this transfer, Grantees agree to be bound by the terms, covenants, and restrictions set forth in the Master Deed for Point East Office Association, of record in Book 7308, Page 901, and its attendant By-Laws of record in Book 7308, page 934, said Register's Office, as amended in Book 7340, Page 727, said Register's Office.

Further, this conveyance is given subject to:

1. The terms and conditions of the above Master Deed and By-Laws, the above Plat, and any amendments thereto; easements and restrictions of record; and all matters of survey.

2. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4921, Page 78, and Book 5530, Page 653, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said William R. Jontz, Jr. (as to a 1/2 undivided interest) and David E. Nash (as to a 1/2 undivided interest), as tenants in common, their heirs and assigns, forever.

And Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees (hereinafter referred to as Trustors) hereby transfer and convey unto A. Harrison Johnson, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to

have the loss, if any, made payable on the policy, or policies, to said Trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said Trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the Trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by Trustors upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear ten percent (10%) per annum interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, Trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid its vendor's lien note at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of collection and executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

Provided, however, that the Grantor and the Trustee agree and acknowledge that part of the purchase money ($59,000) has been provided to the Grantees by AmSouth Bank of Tennessee (the "Bank") by way of a promissory note of even date executed by Grantees to the Bank in the sum of $ 50,000 , and providing for the payment of court costs, attorney's fees and other advances which the Bank may make (the "Bank Promissory Note"), and Bank has received a first deed of trust lien to secure the payment of principal and interest represented by the Bank Promissory Note, any indebtedness, growing out of such principal and interest (but not other indebtedness of the Grantees, or either of them, to the Bank), and costs of collection, court costs and attorneys fees (the "Bank First Deed of Trust"). Accordingly, the Grantor does hereby subordinate and subject its vendor's lien reserved herein and the indebtedness which it secures, unto the lien of the Bank First Deed of Trust, and the indebtedness described therein (but not to other indebtedness of the Grantees, or either of them, to the Bank).

And now, for the sole purpose of quitclaiming and releasing whatsoever right, title and interest in and to the above described real estate to the Trustee, including (but not limited to) any and all marital rights, homestead rights and spousal share claims or rights, the undersigned wives of the Grantors, VIOLA R. JONTZ and LENORA F. NASH have executed, delivered and joined herein, and in order to effectuate a good and valid vendor's lien.

WITNESS our signatures this 9th day of December, 1994.

GRANTOR: POINT EAST CORPORATION

By: Edward Cooke

Its: Pres

GRANTEES: David E. York

Grantees' Wives:

Viola R. Jontz

Viola R. Jontz

Lenora F. Nash

Lenora F. Nash

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Edward A. Corlew, President of POINT EAST CORPORATION (the "maker"), with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained, and who further acknowledged that he is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in Nashville, Tennessee, this 9th day of December, 1994.

Curtis M. Lincoln
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-12-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Curtis M. Lincoln, a Notary Public in and for said County and State, William R. Jontz, Jr. and wife, Viola R. Jontz, and David E. nash and wife, Lenora F. Nash, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at Nashville, Tennessee, this 9th day of December, 1994.

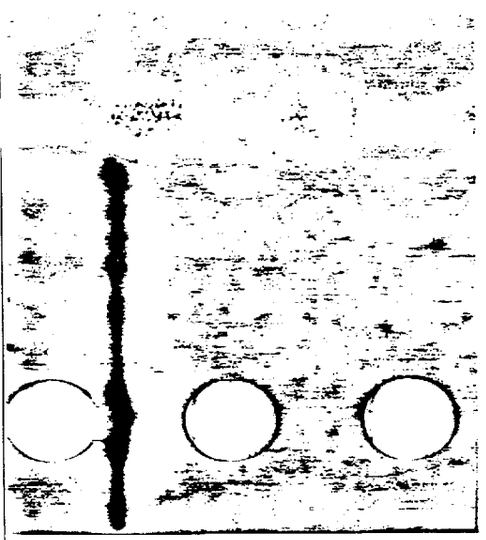
Curtis M. Lincoln
NOTARY PUBLIC

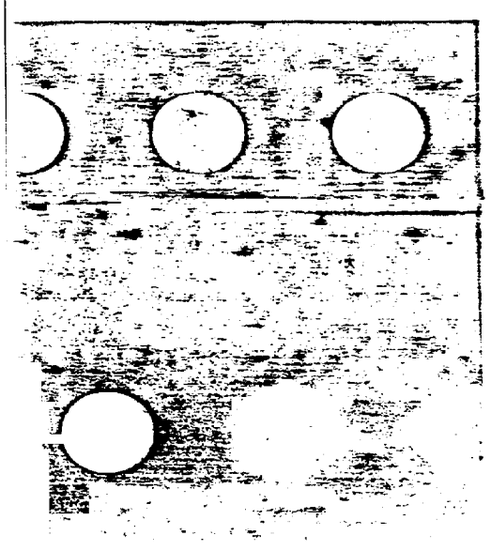
MY COMMISSION EXPIRES: 8-12-97

3134 12/14 0101 03CHECK 266.10

17264
IDENTIF. & REFERENCE

94 DEC 14 PM 3:32
FELIX ... REGISTER
DAVIDSON COUNTY, TN.





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9545 PG 804

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	65000.00
MAMT	6000.00
CON TX	240.50
MOR TX	4.60
PRFEE	1.00
WDEED	20.00
TOTAL	266.10
CHECK	266.10

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 3134

17264
IDENTIF. # REFERENCE

94 DEC 14 PM 3:32

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

No. 863093