BOOK 9576 PG 165

BK 28 27188

RECORDING REFERENCE

95 JAN 23 11:10:27

REGISTER

DAVIDSON CO., TN.

This Instrument Prepared By:
R. Grant Dobson
Miller & Martin
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

Name and Address of New Owner:	**Entity Responsible for Payment of Real Property Taxes:**	**Tax Map and Parcel No.:**
John Hancock Mutual Life Insurance Company Mortgage Investments Dept. (T-53) John Hancock Place P. O. Box 111 Boston, MA 02117	Same	92-12-288

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NINETEEN HUNDRED CHURCH STREET LIMITED**, a Tennessee limited partnership (hereinafter the "Grantor") by and through its general partner, Lexington Development Company, a Tennessee general partnership having John T. Rochford, III, Mark McDonald, and E.J. Allen as general partners, does hereby remise, release, relinquish and quitclaim unto John Hancock Mutual Life Insurance Company, a Massachusetts corporation, (herein "Grantee"), and Grantee's successors and assigns, all of Grantor's right, title and interest in and to the Property which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

It is expressly understood, agreed and intended that (i) the delivery of this Quitclaim Deed by Grantor, and the acceptance of same by Grantee, shall not be considered as satisfaction, release, or cancellation of the indebtedness secured by that certain Tennessee Deed of Trust and Security Agreement dated August 31, 1993, from Grantor to Old Republic Title Company of Tennessee, Trustee, for the use and benefit of Grantee of record in Book 9067, Page 320, Register's Office for Davidson County, Tennessee (the "Deed of Trust"); (ii) acceptance and recording of this Quitclaim Deed shall not result in the merger of title between the interests conveyed to Grantee pursuant to this Quitclaim Deed

and the interests held by Grantee pursuant to the Deed of Trust. Further, it is expressly understood, agreed and intended between the parties hereto that notwithstanding the recording of this Quitclaim Deed by Grantee, the Deed of Trust shall remain in full force and effect, unimpaired and unaffected by this instrument, and shall not be extinguished by the doctrine of merger; the lien of the Deed of Trust shall remain in full force and effect and shall continue to constitute and evidence a valid lien upon and security interest in the Property.

This Quitclaim Deed is executed by Grantor pursuant to a Settlement Agreement dated January 17, 1995, by and among Grantee, John Hancock Real Estate Finance, Inc., Grantor, the general partner of Grantor, and the partners of Grantor's general partner.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed to be effective this 17th day of January, 1995.

NINETEEN HUNDRED CHURCH STREET LIMITED, a Tennessee limited Partnership
By: Lexington Development Company, a Tennessee General Partnership, as General Partner

By: _____
John T. Rochford, III
General Partner

By: _____
Mark McDonald
General Partner

By: _____
E.J. Allen
General Partner

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Lillian Franck, a Notary Public, **JOHN T. ROCHFORD, III**, 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 General Partner of Lexington Development Company, which is the general partner of the Grantor, **NINETEEN HUNDRED CHURCH STREET LIMITED**, a Tennessee limited partnership, and is authorized by Lexington Development Company, which is authorized by the Grantor, to execute this instrument on behalf of Lexington Development Company as the General Partner of the Grantor.

WITNESS my hand at office this 17th day of January, 1995.

Lillian Franck
Notary Public
My Commission Expires: Nov. 28, 1998

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Lillian Franck, a Notary Public, **MARK MCDONALD**, 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 General Partner of Lexington Development Company, which is the general partner of the Grantor, **NINETEEN HUNDRED CHURCH STREET LIMITED**, a Tennessee limited partnership, and is authorized by Lexington Development Company, which is authorized by the Grantor, to execute this instrument on behalf of Lexington Development Company as the General Partner of the Grantor.

WITNESS my hand at office this 17th day of January, 1995.

Lillian Franck
Notary Public
My Commission Expires: Nov. 28, 1998

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, Lillian Franck, a Notary Public, **E. J. ALLEN**, 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 General Partner of Lexington Development Company, which is the general partner of the Grantor, **NINETEEN HUNDRED CHURCH STREET LIMITED**, a Tennessee limited partnership, and is authorized by Lexington Development Company, which is authorized by the Grantor, to execute this instrument on behalf of Lexington Development Company as the General Partner of the Grantor.

WITNESS my hand at office this 17th day of January, 1995.

Lillian Franck
Notary Public
My Commission Expires:
Nov. 28, 1998

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I hereby swear or affirm that the actual consideration for this transfer is $ — 0 —.

Allen L. McCallie, as attorney in fact
AFFIANT

Sworn to and subscribed before me this 4th day of October, 1995.

Cynthia C. Harris
Notary Public
My Commission Expires: 4-3-96

EXHIBIT "A"

A parcel of land in the 19th Councilmantic District of Nashville, Davidson County, Tennessee, being identified as 1900 Church Street and being further described according to a survey by Walter Davidson and Associates as follows:

Beginning at a "PK" nail in concrete at the intersection of the northern right-of-way of Church Street and the western right-of-way of 19th Avenue North; thence with said right-of-way of Church Street along a bearing of South 59 degrees 22 minutes 53 seconds West a distance of 100.00 feet to a "PK" nail in concrete; thence, leaving said right-of-way with a bearing of North 30 degrees 34 minutes 06 seconds West a distance of 349.628 feet to a "PK" nail in concrete in the southern right-of-way of State Street; thence with said right-of-way of State Street along a bearing of North 59 degrees 15 minutes 00 seconds East a distance of 100.00 feet to a "PK" nail set in concrete at the intersection of said right-of-way of State Street in the Western right-of-way of 19th Avenue North; thence with said right-of-way of 19th Avenue North along a bearing of South 30 degrees 34 minutes 06 seconds East a distance of 349.857 feet to the point of beginning, containing 34,974.026 feet (0.803) acres more or less.

The property herein described is improved property.

Being the property conveyed to Nineteen Hundred Church Street Limited by Deed from Rochford Realty & Construction Co., Inc. recorded in Book 7511, Page 435, Register's Office of Davidson County, Tennessee.

The legal description used herein is taken from that certain survey dated March 4, 1993 Drawing No. 8807-1 prepared by Walter H. Davidson, R.L.S., Tennessee Registration No. 1467, Walter Davidson & Associates, 5127 Marc Court, Nashville, Tennessee, 37211.

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