0064278

IDENTIF. ↑ REFERENCE

Box 49
95-28043

95 MAY 26 AM 11:17

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) BOOK 9682 PG 286

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

The actual consideration or value, whichever is greater, for this transfer is $580,000.00.

James David Clemmer
Affiant

Subscribed and sworn to before me this 25th day of May, 1995.

Edward T. Brading
Notary Public

My Commission expires: 11/22/97

NOTARY PUBLIC AT LARGE STATE OF TENN.

This instrument prepared by:

Gullett, Sanford, Robinson & Martin
c/o Edward T. Brading
230 Fourth Avenue, North
P. O. Box 198888
Nashville, TN 37219-8888

Address new owner as follows:	Send Tax Bills to:	Map-Parcel Numbers:
Audio Services, Inc. 114 Abbeywood Drive Nashville, TN 37215	SAME	Map 104-4-128 Field Book 10W 02545

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **SEVENTEEN GRAND LIMITED PARTNERSHIP**, a Tennessee general partnership ("Grantor"), has bargained and sold and by these presents does transfer and convey unto **AUDIO SERVICES, INC.**, a Tennessee corporation ("Grantee"), its successors and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described on Exhibit A attached hereto and incorporated herein by reference.

The subject property is improved property, located at 1001 17th Avenue South, Nashville, Davidson County, Tennessee.

Being the same property conveyed to Seventeen Grand Limited Partnership by quitclaim deed of record in Book 7093, page 962, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS SUBJECT to the matters listed and described on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this 25th day of May, 1995.

GRANTOR:

SEVENTEEN GRAND LIMITED PARTNERSHIP,
a Tennessee general partnership

By: _____
Thomas M. Hudson, Jr., sole general partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, THOMAS M. HUDSON, JR., 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 sole general partner 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, at office, this 25th day of May, 1995.

_____
Notary Public

My Commission Expires: 11/22/97

EXHIBIT A

Land in Davidson County, Tennessee, being Lot Nos. 9 and 10 on the Map of M. R. Shield's Plan of a subdivision of Lot No. 4 of O. B. Hayes Tract, as of record in Plat Book 57, page 60, Register's Office for Davidson County, Tennessee.

Beginning at an existing iron rod in the West margin of Seventeenth Avenue South, said point being the Southeast corner of the herein described tract; thence, leaving said right-of-way and running along the North margin of a 10 foot unnamed alley, North 81 degrees 32 minutes 33 seconds West, 81.54 feet to an existing iron rod, said point being the Southeast corner of the H. R. Ragsdale property as of record in deed book 4669, page 859, Register's Office of Davidson County, Tennessee, and also being the Southwest corner of the herein described tract; thence, leaving said alley margin, North 10 degrees 03 minutes 52 seconds East, 150.12 feet to an existing iron rod in the South margin of Grand Avenue, said point being the Northwest corner on the herein described tract; thence, with said margin, South 81 degrees 32 minutes 33 seconds East, 81.54 feet to a point in the sidewalk, said point being the Southwest intersection of Grand Avenue and Seventeenth Avenue South, and also being the Northeast corner of the herein described tract; thence, with the margin of Seventeenth Avenue South, South 10 degrees 03 minutes 52 seconds West, 150.12 feet to the point of beginning, containing 0.28 acres more or less.

The surveyor who prepared the boundary survey from which the preceding description was prepared is Rocky L. Montoya, R.L.S. #697, R. L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, Tennessee 37070-0471 (Job No. #95-1-1).

EXHIBIT B

1. Real property taxes for 1995, a lien but not yet due and payable, and for subsequent years.

2. Matters shown on survey by Rocky L. Montoya, R.L.S. #697, as certified 1/12/95, R. L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, Tennessee 37070-0471 (Job No. #95-1-1).

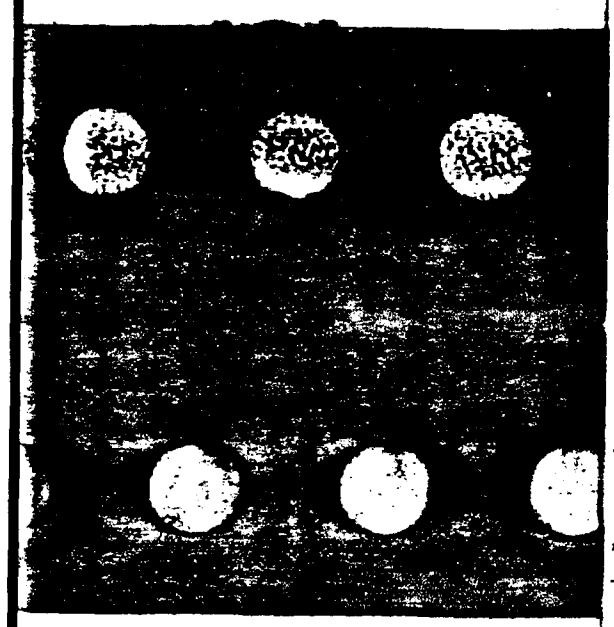
3. Roof overhang encroachment of approximately three inches onto the right-of-way of Seventeenth Avenue South on the east side of the building located on the subject property, as described in surveyor's report by Rocky L. Montoya, R.L.S. No. 697.

4. Lease Agreement dated August 24, 1992 between Seventeen Grand Limited Partnership and Lifeco/American Express, a unit of American Express Travel Related Services Company, Inc., and any and all modifications, extensions, and renewals thereof.

5. Lease Agreement dated July 16, 1992 between Seventeen Grand Limited Partnership and Lewis J. Anderson, and any and all modifications, extensions, and renewals thereof.

6. Rights as tenant-in-possession of Edward Joseph Bogan, doing business as Nightingale Studio and/or Sweet Nightingale Productions.

4884 05/26 0101 03CHECK 2163.00



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

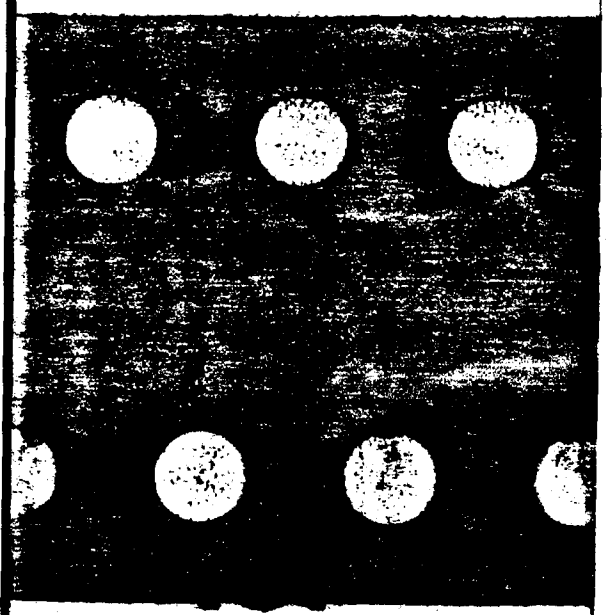
RECEIVED OF _____

FOR _____

BOOK 9682 PG 290

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 580000.00
CON TX 2146.00
PRFEE 1.00
MAMT 16.00
ERR CO
MAMT 16.00-
MDEED 16.00
TOTAL 2163.00
CHECK 2163.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

00644278
IDENTIF. ↑ REFERENCE

95 MAY 26 AM 11:17
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

05/26/95 01 11:21 0001 4884

No 911215