Box 37
LL

3

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Christian Network International, Inc. 211 Whitsett Drive Nashville, Tennessee 37210	163-147, 163-150, 163-190, 163-323	Christian Network International, Inc. 211 Whitsett Drive Nashville, Tennessee 37210

SPECIAL WARRANTY DEED

BOOK 9730 PG 967

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

This Indenture, made as of the date set forth below, between ***HICKORY DOWNS DEVELOPMENT, INC.***, a Delaware corporation, of the County of Davidson and State of Tennessee, whose mailing address is c/o American General Investment Corporation, 2929 Allen Parkway, 40th Floor, Houston, Texas 77019, Attn: Director of Real Estate ("Grantor"), and ***CHRISTIAN NETWORK INTERNATIONAL, INC.***, a Tennessee corporation, of the County of Davidson and State of Tennessee, whose mailing address is 211 Whitsett Drive, Nashville, Tennessee 37210 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has **GRANTED, BARGAINED, SOLD** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** to Grantee (a) that certain real property, more particularly described on **Exhibit "A"** attached hereto; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to as the "Subject Property."

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) the matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "Permitted

Prepared By:
Dow, Cogburn & Friedman, P.C.
2300 Nine Greenway Plaza
Houston, Texas 77046-0962

Exceptions"), and (c) real estate taxes and standby fees for the year 1995 (which have been prorated as of the date hereof and assumed by Grantee).

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT GRANTOR MAKES NO REPRESENTATIONS, OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SUBJECT PROPERTY INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE SUBJECT PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OF THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE SUBJECT PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee is lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 1995 which have been prorated as of the date hereof and payment of which is assumed by Grantee), that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantee has represented and warranted to Grantor, and Grantor has relied on such representation and warranty in connection with the conveyance of the Subject Property herein to Grantee, that Grantee shall commence construction of the commercial improvements contemplated to be constructed by Grantee (the "Improvements") on the Subject Property on or before one (1) year following the date hereof (the "Construction Commencement Date"). If Grantee has not, on or before the Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee) commenced construction of the Improvements, then Grantor may require Grantee to reconvey the Subject Property to Grantor for an amount not to exceed the purchase price paid by Grantee for the purchase of the Subject Property (the "Purchase Price"), payable in cash at the closing of the repurchase of the Subject Property. Grantor shall not be obligated to (i) reimburse Grantee for any taxes or maintenance charges paid by Grantee with respect to the Subject Property or any other sums paid by Grantee in connection with the purchase of the Subject Property or (ii) pay Grantee any interest on the Purchase Price paid by Grantee.

If Grantee has not commenced construction of the Improvements on the Subject Property on or before the Construction Commencement Date, Grantor or its nominee shall have a period of nine (9) months after the required Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee), to exercise the aforesaid option to purchase, provided that Grantee has not commenced construction of the Improvements on the Subject Property prior to Grantor's exercise of such repurchase option. Grantor shall be deemed to have exercised such repurchase option upon notifying Grantee, in writing, of its intent to exercise such repurchase option, provided that if Grantee commences construction of the Improvements prior to receipt of such notification from Grantor, Grantor shall no longer have the right to exercise such repurchase option. The repurchase shall occur within thirty (30) days after the date that Grantor exercises such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor or its nominee, subject only to the Permitted Encumbrances and any other exceptions to which Grantor may have consented, in writing. Grantee shall also execute any other documents that may be necessary or required to reconvey the Subject Property to Grantor. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Corporation, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be payable in accordance with local custom for the closing of similar transactions in Davidson County, Tennessee. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. For purposes of this provision, "commence construction" shall mean the pouring of the foundation for the Improvements. This provision shall be binding on Grantee, its successors, and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 22 day of June, 1995.

HICKORY DOWNS DEVELOPMENT, INC., a Delaware corporation

By: _____
Name: Lawrence K
Title: President

"GRANTOR"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

CHRISTIAN NETWORK INTERNATIONAL, INC., a Tennessee corporation

By: _____
Name: Edward T. Clydesdale
Title: President

"GRANTEE"

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Witness

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $194,577.34.

Affiant

Subscribed and sworn to before me this 13th day of July, 1995.

Notary Public

My Commission Expires: 11/2/96

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Kupetas, President of **HICKORY DOWNS DEVELOPMENT, INC.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and seal of office this 25 day of [illegible], 1995.

Print Name: [illegible]
(Notary Public)
My Commission Expires: [illegible]

(AFFIX NOTARY SEAL)

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Edward T. Clydesdale with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of **CHRISTIAN NETWORK INTERNATIONAL, INC.**, the within named bargainor, a Tennessee corporation, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal of office this 13th day of July, 1995.

Katherine W. Eidson
Print Name: Katherine W. Eidson
(Notary Public)
My Commission Expires:
11/2/96

(AFFIX NOTARY SEAL)

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EXHIBIT "A"

Legal Description

BEING a tract of land lying in Nashville, Davidson County, Tennessee, and being part of Tract Six of the Boundary Plat of The Crossings at Hickory Hollow, as of record in Plat Book 7900, page 39, at the Register's Office for Davidson County, Tennessee, and being the property of Hickory Downs Development, Inc., as of record in Deed Book 9534, page 423, and being bounded on the North by the South right-of-way line of Mt. View Road, on the East by the West right-of-way line of Old Franklin Road, as dedicated in the Old Franklin Road Right-of-Way Dedication of The Crossings at Hickory Hollow, as of record in Plat Book 7900, page 69, on the South by the North right-of-way of CSX Transportation Railroad, and on the West by Tommy Potts, et ux, as of record in Deed Book 4572, page 448, and being more particularly described as follows:

BEGINNING at an iron rod at the intersection of the North right-of-way line of CSX Transportation Railroad and the West right-of-way line of Old Franklin Road;

THENCE with the North right-of-way line of CSX Transportation Railroad North 66° 28' 17" West, 386.85 feet to an iron rod at a corner common with Tommy Potts, et ux;

THENCE with Tommy Potts, et ux, North 08° 45' 35" East, 620.50 feet to an iron rod;

THENCE North 82° 28' 45" West, 16.56 feet to an iron rod in the South right-of-way line of Mt. View Road;

THENCE with the South right-of-way line of Mt. View Road for the following calls:

THENCE along a curve to the right, the central angle of which is 13° 09' 47", the radius of which is 1407.39 feet, the chord of which is North 73° 39' 29" East, 322.62 feet, along an arc length of 323.62 feet to an iron rod;

THENCE North 80° 14' 22" East, 128.98 feet to an iron rod;

THENCE North 85° 57' 00" East, 150.75 feet to an iron rod;

THENCE North 82° 08' 55" East, 289.95 feet to an iron rod;

THENCE along a curve to the right, the central angle of which is 109° 00' 43", the radius of which is 35.00 feet, the chord of which is South 43° 20' 43" East, 56.99 feet, along an arc length of 66.59 feet to a PK nail in the West right-of-way line of Old Franklin Road;

THENCE with the West right-of-way line of Old Franklin Road along a curve to the right, the central angle of which is 27° 40' 39", the radius of which is 550.00 feet, the chord of which is South 24° 59' 58" West, 263.11 feet, along an arc length of 265.69 feet to an iron rod;

THENCE South 38° 50' 18" West, 838.15 feet to the Point of Beginning; being a part of the same property conveyed to Hickory Downs Development, Inc. by Deed of record recorded in Book 9534, Page 423, Register's Office for Davidson County, Tennessee.

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0079068
IDENTIFICATION REFERENCE
95 JUL 14 AM 10:57
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easements, or claims of easements, not shown by the public records.

2. 1995 taxes, a lien, which are not due and payable for Tax Parcel No. 163-147, 163-150, 163-190, and 163-323.

3. Sanitary sewers and/or storm drainage easements as set forth in instrument filed for record in Book 7136, page 807, Register's Office for Davidson County, Tennessee.

4. Sanitary sewers and/or storm drainage easements as set forth in instrument filed for record in Book 7154, page 308, Register's Office for Davidson County, Tennessee.

5. Easements in favor of American Telephone and Telegraph Company as set forth in instruments recorded in Book 1224, page 257; Book 1207, page 525; and Book 1207, page 526, all of the Register's Office for Davidson County, Tennessee.

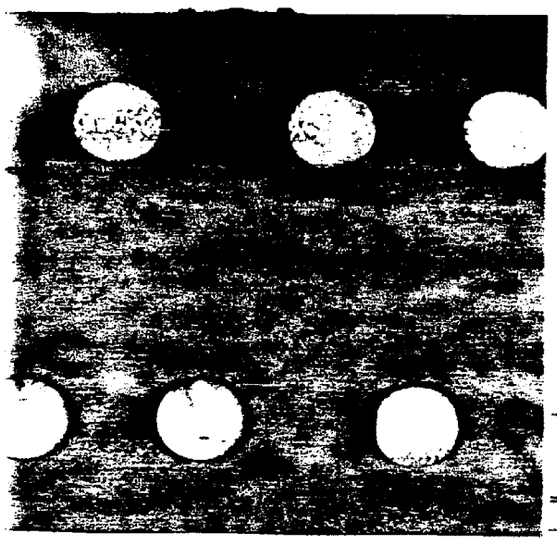
6. Rights to use well as set forth in instrument recorded in Book 1115, page 650, Register's Office for Davidson County, Tennessee.

7. All restrictions as set forth in instrument recorded in Book 1788, page 476, Register's Office for Davidson County, Tennessee.

8. Underground cables and accompanying easements as set forth in instrument recorded in Deed Book 1424, page 138, Register's Office for Davidson County, Tennessee.

9. All matters shown on plat recorded in Book 7900, page 39, Register's Office for Davidson County, Tennessee.

10. All matters shown on plat recorded in Book 7900, page 69, Register's Office for Davidson County, Tennessee.



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

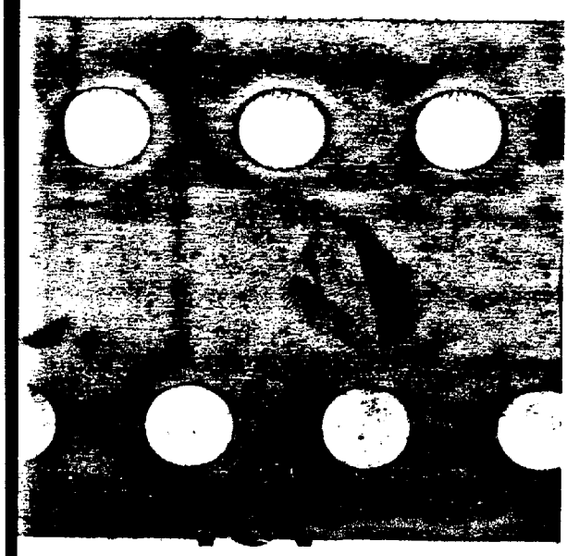
RECEIVED OF ~~1150 07/14 0101 03CHECK 685.02~~

FOR

BOOK 9730 PG 976

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



0079068
IDENTIF. ↑ REFERENCE

95 JUL 14 AM 10:57
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

AMT
194577.34
CON TX 720.02
PRFEE 1.00
~~TOTAL 721.02~~
~~CHECK 36.00~~
~~DUE 685.02~~
~~CHECK 685.02~~

07/14/95 01 11:03 0001 1150

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

WDEED 36.00
~~TOTAL 36.00~~
~~CHECK 36.00~~

07/14/95 01 11:03 0001 1151
~~1151 07/14 0101 03CHECK 36.00~~

total $ 757.02 **No.** 930258