BOOK 10269 PG 784

SPECIAL WARRANTY DEED

Prepared by Brewer, Krause, Brooks & Mills, 611 Commerce Street, Suite 2600, Nashville, Tennessee 37203 (PRY)

ADDRESS NEW OWNER	SEND TAX BILLS TO:	MAP/PARCEL NOS.
Alicia Stansfield 110 Otis Road Barrington Hills, IL 60010	Same	Map 93-6-1 Parcel 36 Field Book No. 06W01615

State of Tennessee)
County of Davidson)

The actual consideration or value, whichever is greater for this transfer is $305,000.

Affiant: _____

Sworn to and subscribed before me this 22nd day of November, 1996.

Deborah A. Hughes
NOTARY PUBLIC

My commission expires: 7/24/99

DEBORAH A. HUGHES NOTARY PUBLIC

FOR AND IN CONSIDERATION of the sum of $10.00 cash in hand paid by the Grantee, hereinafter named, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **219, L. P., a Tennessee limited partnership**, hereinafter called the "Grantor," has this day bargained and sold, and does hereby transfer and convey unto **Alicia Stansfield**, a single woman, hereinafter called the "Grantee," her heirs and assigns, certain real estate in Davidson County, Tennessee as described on Exhibit "A" hereto and incorporated by reference.

This is improved property known as 219 Fifth Avenue, North, Nashville, Davidson County, Tennessee.

The property described in Exhibit A is conveyed subject to all real property taxes thereon due and payable for the 1996 year which have been prorated and payment thereof assumed by Grantee and is subject to a lease, and easements, restrictions, and stipulations of record as shown on Exhibit B hereto. Grantor warrants that Maverick Kinko's, Inc. has waived its right to purchase the property contained in the Lease at the time of this sale.

Except as to those matters described in the preceeding paragraph, Grantor does hereby

covenant with grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend title to said land to said Grantee, her heirs and assigns against the lawful claims of all persons claiming by or through Grantor, but not otherwise.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the Grantee, her heirs, successors and assigns forever, and it covenants with Grantee that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and the same is unencumbered except as stated herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand, this 22nd day of November, 1996, the partnership having caused its name to be signed hereto by its duly authorized representative on said day and date.

*Note Exhibit Check to a Resolution of Grantee's authorizing the Execution of the Power of Attorney to Grant Rights to Attorney in fact.

GRANTOR: 219 L. P., a Tennessee limited partnership

BY: _____
PETER THYSSEN, GENERAL PARTNER, BY PATRICIA R. YOUNG, ATTORNEY-IN-FACT, PURSUANT TO POWER OF ATTORNEY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Patricia R. Young, attorney-in-fact for Peter Thyssen, the general partner of 219 L. P., a Tennessee limited partnership, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who further acknowledged that she as such attorney-in-fact executed the within instrument for the purposes therein contained on behalf of Peter Thyssen, general partner of 219 L. P., as his free act and deed, and that she is authorized to execute this instrument on behalf of the said limited partnership and its general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 22nd day of November, 1996.

Deborah A. Hughes
NOTARY PUBLIC

My Commission Expires:
7/24/99

PRY/219LP/HTP/D-SPEC2.219

EXHIBIT A TO SPECIAL WARRANTY DEED

Property Description

LAND in the Davidson County, Tennessee being part of Lot No 89 in the original Town of Nashville, not of record, located on the westerly side of Fifth Avenue, North, formerly North Summer Street, and being more particularly described as follows:

BEGINNING at a point in the westerly right-of-way line of Fifth Avenue North, said point being N 37° 06' W, 201.76 feet from the northerly right-of-way line of Church Street;

Thence, Leaving said right-of-way line with the northerly line of property conveyed to Gobbell Hays Partners, Inc. by deed of record in Book 7885, Page 328, R.O.D.C. S 52° 23' W, 172.52 feet to a point in the easterly right-of-way line of Alley No. 74;

Thence, With said right-of-way line N 36° 53' W, 23.42 feet to a point:

Thence, Leaving said right-of-way line with the southerly line of property conveyed to Milad H. Dabit, trustee by deed of record in Book 7857, Page 235, R.O.D.C. N 52° 34' E 172.43 feet to a point in the westerly right-of-way line of Fifth Avenue North;

Thence, With said right-of-way line S 37° 06' E 22.89 feet to the point of beginning, containing 3,992 square feet or 0.092 more or less.

BEING the same property conveyed to 219 L. P. by deed from Southern Capital Holdings, of record in Book 8368, page 218, Register's Office for Davidson County, Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

A. Tennessee Conservation Easement from 219 Ltd. [sic] to Historic Nashville, Inc. of record in Book 6210, page 27 as amended of record in Book 8139, page 29, Register's Office for Davidson County, Tennessee. Also as amended by Second Amendment to Conservation Easement of record in Book 10152, page 768, said Register's Office.

B. Lease agreement between 219 L. P., as landlord, and Maverick Kinko's, Inc., as tenant, dated February 23, 1994, as amended March 3, 1994

C. Encroachment of the roof at front and rear of the building as shown on the survey of Barge, Waggoner, Sumner & Cannon dated August 22, 1983 and last revised July 2, 1996 (Job No. 8245-03).

Ex C to Special Warranty Deed

RESOLUTION OF 219, L. P. A TENNESSEE LIMITED PARTNERSHIP

WHEREAS, Peter Thyssen is the sole general partner of 219 L. P., a Tennessee limited partnership (the "Partnership");

WHEREAS, the General Partner deems it necessary, desirable, and in the best interest of the Partnership to sell certain property and the building located thereon known as 219 Fifth Avenue, North, in Nashville, Davidson County, Tennessee, and to perform all acts required by the contract for the sale of said property to Alicia Stansfield (the "Contract");

NOW, THEREFORE, BE IT RESOLVED, that the General Partner is hereby authorized, directed, and empowered to perform all acts relative to the sale of the Property as pursuant to the Contract.

RESOLVED, FURTHER, that the General Partner is hereby authorized, directed and empowered to execute and deliver, for and on behalf of and in the name and as the act of the Partnership and to do all other acts and sign all other instruments, or other agreements or documents which shall be required in connection with and to fully consummate the transactions contemplated herein; or authorize an attorney-in-fact to perform such acts on his behalf;

RESOLVED, FURTHER, that the General Partner is hereby authorized, directed, and empowered for and on behalf of and in the name and as the act of the Partnership now and from time to time hereafter as he, in his sole discretion, deems advisable, necessary, expedient, convenient, or proper, to: (i) amend, modify, alter, extend, renew, or otherwise change any of the terms, provisions, conditions, covenants, representations, or warranties contained in the Contract in order to effectuate the purposes contemplated thereby and hereby;

RESOLVED, FURTHER, that all actions of and things done by the General Partner in any way relating to or arising from or in connection with the execution and delivery of the documents or the transactions contemplated thereby are hereby ratified, approved, and adopted as the act(s) and deed(s) of the limited partners on behalf of the Partnership; and

RESOLVED FURTHER, that this Resolution may be executed in one or more parts, each of which shall constitute one original and, further, that a telefax signature shall for all purposes constitute an original.

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The undersigned, being all of the partners of 219, L. P., a Tennessee limited partnership, hereby adopt this revolution.

June 13, 1996

PETER THYSSEN, General Partner

June 13, 1996.

HEINZ LAUTERBACH

June 13, 1996

INGE ZILCH

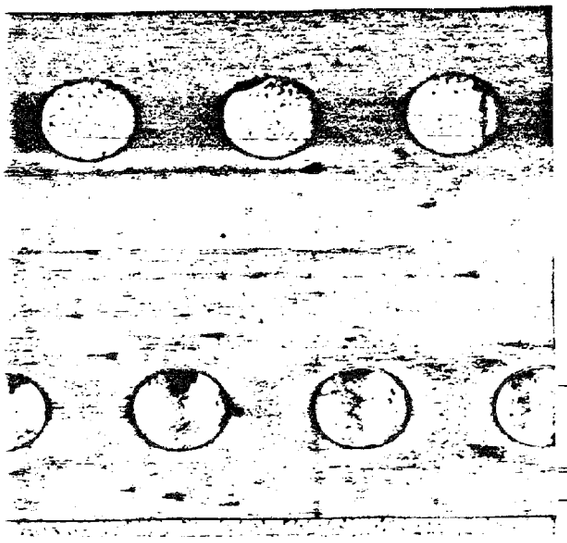
021,9837
IDENTIFICATION REFERENCE

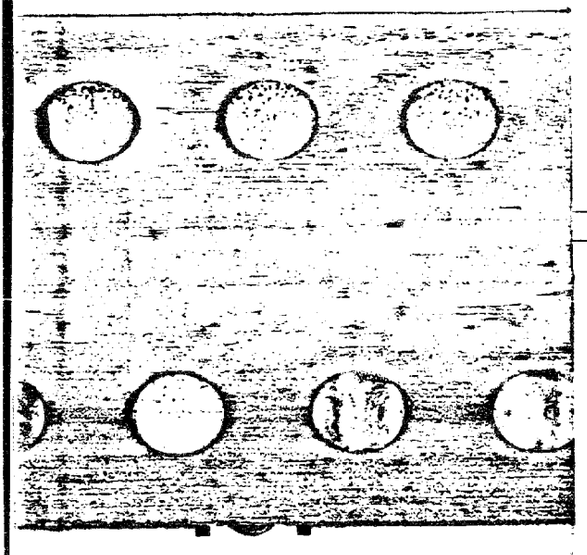
96 NOV 25 PM 12:33

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

PRY219/61096/RESOLUT.219

8966 11/25 0101 03CHECK 1153.50





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

RECEIVED OF _____

FOR _____

BOOK 10269 PG 790

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
305000.00
CON TX 1128.50
PRFEE 1.00
WDEED 24.00
TOTAL 1153.50
CHECK 1153.50

11/25/96 01 12:35 0001 8966

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0249837
IDENTIF. & REFERENCE

96 NOV 25 PM 12:34
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 1091658