This Instrument Prepared By:
Gibson & Gregory
Suite 600, 200 Fourth Avenue, North
Nashville Tennessee 37219

Box 40-A

BOOK 10443 PG 949

ADDRESS NEW OWNER:

Clements, Moore & Davis Properties, LLC
Attn: Richard Davis, C.P.A.
209-10th Avenue, South, Suite 507
Nashville, Tennessee 37203

SEND TAX BILL:
To Owner

MAP AND PARCEL:
Map 161
Parcel 261

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the Grantees named herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, NIPPER PROPERTIES, A TENNESSEE JOINT VENTURE, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto CLEMENTS, MOORE & DAVIS PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), described as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

Contained within the legal description of the Property as shown on Exhibit "A" is an area adjacent to Old Hickory Boulevard and Edmondson Pike which is a landscaped area (hereinafter "Landscaped Area") including a rock wall bearing the name "Nipper's Corner" all of which is reflected on the "cross-hatched" area of Exhibit "B" attached hereto and incorporated herein by reference. Landscaped Area and sign (hereinafter "Sign") shall remain the responsibility of Grantor for purposes of maintenance and repair. Grantor shall have the right to replace Sign with a similar sign if in the opinion of Grantor replacement is necessary. Grantor, its successors and assigns, hereby retain the right of access to the Landscaped Area including the Sign for purposes of maintenance and repair. Grantee joins in the execution of this deed to acknowledge that Grantee and Grantee's successors, assigns and/or future Grantees shall be restricted from installing or placing any signs in the Landscaped Area other than one sign located pursuant to approval of the Metropolitan Government of Nashville and Davidson County, Tennessee, but in no event within fifty (50) feet of Sign. Grantee is further restricted from removing or changing Sign or adding or removing any shrubs, trees, etc., from the Landscaped Area.

This is unimproved property known as 15594 Old Hickory Boulevard, Nashville, Tennessee.

This conveyance is made subject to real estate taxes for the current year, which have been prorated and assumed by Grantee, and such limitations, restrictions and easements as may affect the premises.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever; and Grantor, does covenant with Grantee that it is lawfully seized and possessed of the Property 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, assigns and representatives, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness its hand this 24 day of April, 1997.

Grantor:

NIPPER PROPERTIES,
A TENNESSEE JOINT VENTURE

By: James S. Lattimore Trustee
By Walter R. Nipper Jr. Atty
James S. Lattimore, Jr., Trustee
by Walter R. Nipper, Jr.,
Attorney-in-Fact Pursuant to
Limited Power of Attorney recorded
simultaneously herewith

By: Walter R. Nipper
Walter R. Nipper, Jr.

Grantee:

CLEMENTS, MOORE & DAVIS PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY

By: W. H. M. W
Title: Secretary

By: C. Runcie Clements III
Title: Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for and in the State and County aforesaid, Walter R. Nipper, Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of James S. Lattimore, Jr., Trustee, and who acknowledged that he executed the same as the free act and deed of Walter R. Nipper, Jr.

Witness my hand and official seal this 24 day of April, 1997.

Notary Public

My Commission Expires: 9/18/99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Walter R. Nipper, Jr., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained. Witness my hand and official seal this 24 day of April, 1997.

Notary Public

My Commission Expires: 9/18/99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared William Henson Moore III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary of Clements, Moore & Davis Properties, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Secretary, executed the within instrument for the purposes stated therein by signing the name of the Limited Liability Company by himself as such Secretary. Witness my hand and official seal this the 28th day of April, 1997.

Notary Public

My Commission Expires: 9/18/99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in and for the said County and State, personally appeared Charles Runice Clements III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Clements, Moore & Davis Properties, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, executed the within instrument for the purposes stated therein by signing the name of the Limited Liability Company by himself as such Chief Manager. Witness my hand and official seal this the 28th day of April, 1997.

Notary Public

My Commission Expires: 9/18/99

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $325,000.00.

AFFIANT

Subscribed and sworn to before me this 28th day of April, 1997.

NOTARY PUBLIC

My Commission Expires: 9/18/99

BOOK 11443 PG 952

EXHIBIT "A"

Being a parcel of land in Nashville, First Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located in the northeasterly quadrant of the intersection of Edmondson Pike and Old Hickory Boulevard, being Lot 2 shown on the PUD Boundary and Subdivision Plat of Nipper's Corner, of record in Book 7900, Page 299, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin in the easterly right-of-way of Edmondson Pike, said pin being the front common corner to Lots 1 and 2 shown on said plan of Nipper's Corner, said pin is further described as being 355.76 feet southerly from the southerly boundary of Brentwood Square;

THENCE, leaving said Edmondson Pike with a line parallel to Old Hickory Boulevard S 83° 08' 03" E, 204.14 feet to the rear common corner to Lots 2 and 3;

THENCE, at right angles S 06° 51' 57" W, 190.00 feet to an iron pin in the northerly right-of-way of Old Hickory Boulevard;

THENCE, at right angles with said right-of-way N 83° 08' 03" W, 114.57 feet to an iron pin;

THENCE, continuing with said right-of-way N 48° 48' 53" W, 53.10 feet to an iron pin in the easterly right-of-way of Edmondson Pike;

THENCE, in a northerly direction with said right-of-way with a curve to the left, 83.43 feet to an iron pin, said curve having a radius of 2,908.79 feet, a central angle of 01° 38' 36", a tangent distance of 41.71 feet and a chord of N 08° 39' 48" W, 83.43 feet;

THENCE, continuing with said right-of-way N 09° 29' 06" W, 83.03 feet to an iron pin, the point of beginning.

Containing 33,037 square feet or 0.76 acres, more or less.

Being a part of the same property conveyed to Nipper Properties, a Tennessee Joint Venture, by deed from Mildred P. Nipper of record in Book 8125, page 424, Register's Office for Davidson County, Tennessee.

U3003401

ITEM # TAX REFERENCE

97 MAY -9 AM 9:53

DAVIDSON COUNTY, TN.

MAIL ENV.

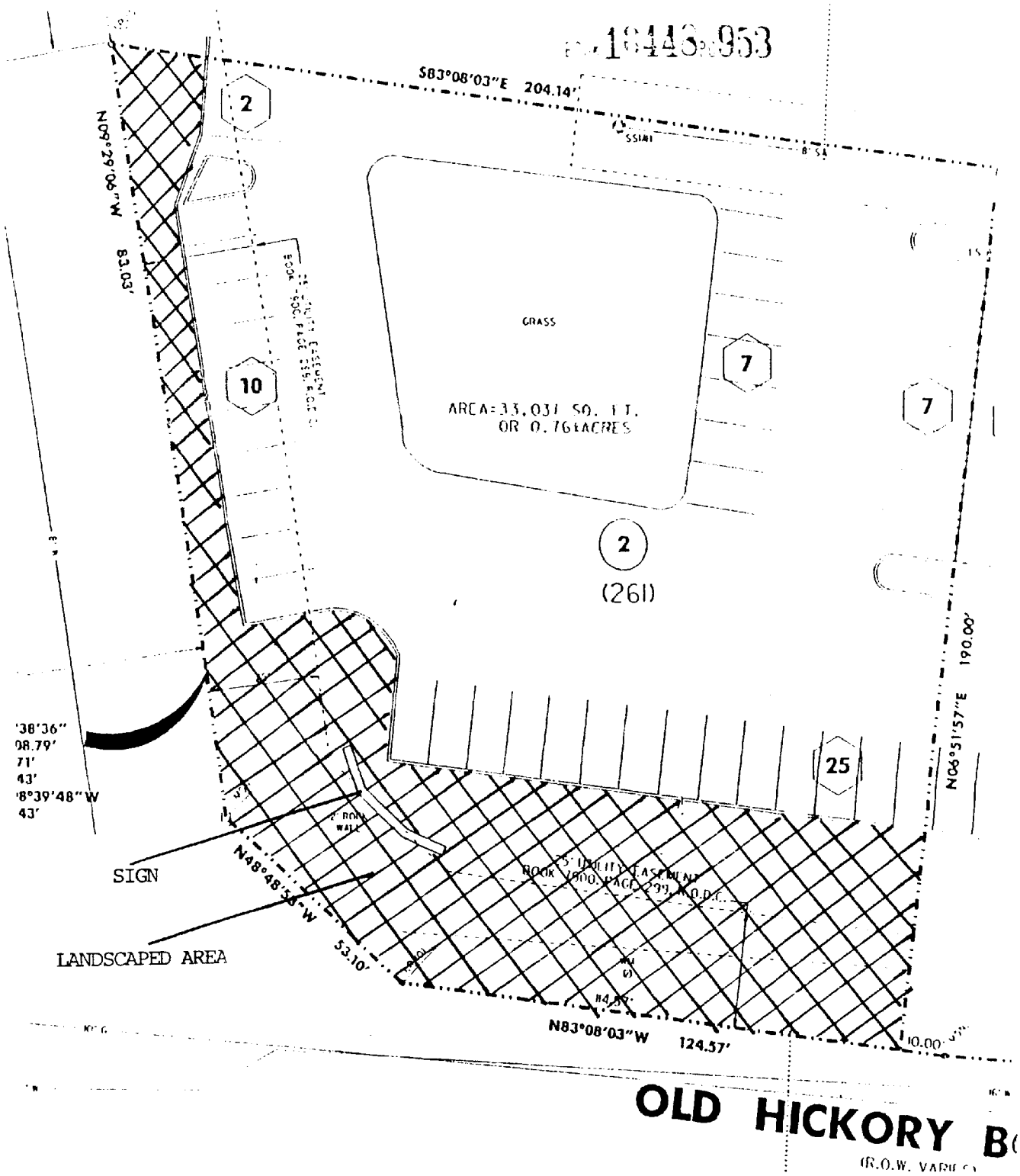
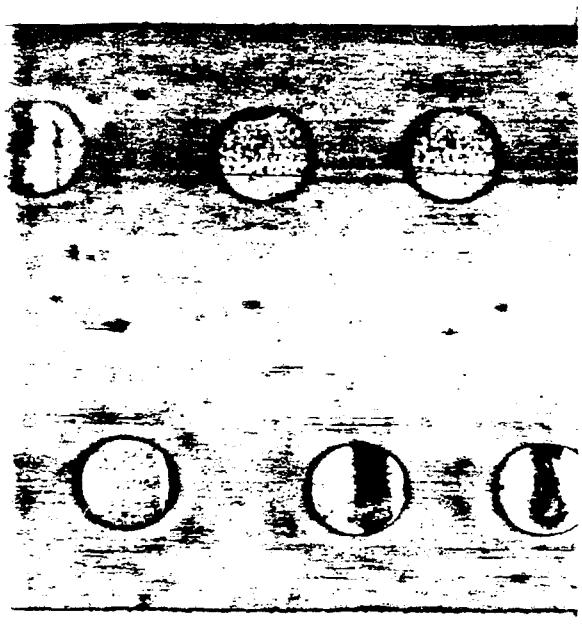
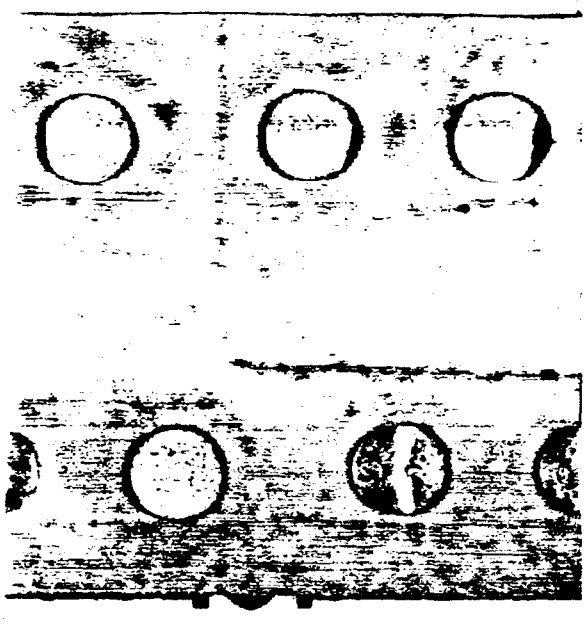


EXHIBIT "B"

9232 05/09 0101 03CHECK 1223.50

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10443 PG 954

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		325000.00	
	CON TX		1202.50	
	PRFEE		1.00	
	TDEED		20.00	
	ERR		CO	
	TDEED		20.00-	
	WDEED		20.00	
	TOTAL		1223.50	
	CHECK			1223.50
05/09/97	01	09:57	0001	9232

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0303257 Adatil Reference

97 MAY -9 AM 9:54

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1149282