BOOK 10588 PG 359

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR (CBRJR)
3305 WEST END AVENUE
NASHVILLE, TENNESSEE 37203
File Box 42

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.:
The Willingham Corporation 3305 West End Avenue Nashville, TN 37203	Union Street Plaza, L.L.C. 3305 West End Avenue Nashville, TN 37203	93-2-3-151

QUITCLAIM DEED

FOR NO MONETARY CONSIDERATION but to effect a redemption of a membership interest in a limited liability company, UNION STREET PLAZA, L.L.C., a Tennessee limited liability company ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto THE WILLINGHAM CORPORATION, a Tennessee corporation ("Grantee"), its successors and assigns, an undivided fifty-six and 85,986/100,000 (56.85986%) percent interest in and to certain real estate in Davidson County, Tennessee, described as follows:

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the southeasterly quadrant of the intersection of Union Street and Printers Alley, being a part of Lot No. 40 on the map of the original Town of Nashville, not of record, being more particularly described as follows:

Beginning at a point of intersection of the southerly right-of-way line of Union Street and the easterly right-of-way line of Printers Alley;

Thence, with said southerly right-of-way line N. 62° 30' 17" E, 70.40 feet to an "X" cut in concrete;

Thence, leaving said line with the westerly line of property conveyed to Wolfango Spora, by deed of record in Book 5984, page 801, R.O.D.C., S 27° 37' 42" E, 44.50 feet to a point;

Thence, with the southerly line of said Spora property N. 63° 01' 00" E, 3.66 feet to a point;

Thence, S 26° 50' 47" E, 66.41 feet to a point;

Thence, S 62° 17' 57" West 74.06 feet to a point in the easterly right-of-way line of Printers Alley;

Thence, with said right-of-way line N 27° 09' 41" W, 111.21 feet to the point of beginning;

Containing 8,083 square feet or 0.19 acre, more or less.

Being the same property conveyed to Grantor by a deed of record in Book 9976, page 464, Register's Office for Davidson County, Tennessee.

This is improved property known as 315 Union Street, Nashville, Tennessee 37219.

This conveyance is without representation or warranty; provided, however, this conveyance is subject to the following:

1. Taxes for the current year;

2. Rights of others in and to party walls;

3. Possible rights of Nashville Thermal Transfer Corporation in and to existing service line under unrecorded agreement;

4. Matters shown on Survey of Barge, Waggoner, Sumner & Cannon dated February 24, 1994;

5. Easement Agreement of record in Book 9264, page 1, Register's Office for Davidson County, Tennessee;

6. Deed of Trust in favor of The Bank of Nashville of record in Book 9556, page 787, Register's Office for Davidson County, Tennessee, as amended by instruments of record in Book 9612, page 990, Book 9794, page 946, Book 9970, page 638, and Book 9979, page 692, said Register's Office;

7. Form UCC-1 Financing Statement in favor of The Bank of Nashville of record in Book 9556, page 808, Register's Office for Davidson County, Tennessee, as amended by instruments of record in Book 9612, page 993, and Book 9979, page 695, said Register's Office;

8. Memorandum of Lease of record in Book 9387, page 798, Register's Office for Davidson County, Tennessee, as subordinated by a Subordination Agreement of record in Book 9556, page 881, said Register's Office (Lease dated June 23, 1994 between 315 Union Street, Inc. as Landlord and Regions Bank of Tennessee, Inc. as Tenant); and

9. Rights of tenants in possession (other than Regions Bank of Tennessee, Inc.) as tenants only.

Grantee's ownership of the undivided interest transferred hereby is subject to the terms and conditions of that Co-Tenancy Agreement (the "Co-Tenancy Agreement") of even date herewith between Grantor and Grantee, a memorandum of which is being recorded concurrently with the recording of this instrument. The Co-Tenancy Agreement, among other things, contains restrictions on the ability of Grantee to transfer or encumber its interest in the real property described herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this the 28th day of August, 1997.

"GRANTOR"

UNION STREET PLAZA, L.L.C., a Tennessee limited liability company

By: _____
Ben H. Willingham, III,
Chief Manager

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jan Minshall, a Notary Public of said County and State, personally appeared Ben H. Willingham, 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 (or other officer authorized to execute the instrument) of UNION STREET PLAZA, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office in Nashville, this 28th day of August, 1997.

Notary Public

My Commission Expires:

1-24-98

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The consideration actually received for this conveyance as provided in T.C.A. § 67-4-409 is $0.00.

AFFIANT

SUBSCRIBED and sworn to before me, this 28th day of August, 1997.

Notary Public

My Commission Expires:

1-24-98

0343156
IDENTIF. & REFERENCE

97 AUG 29 PM 4:10

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

2909 08/29 0101 03CHECK 12-00