(46)0345098
IDENTIFICATION REFERENCE

Prepared by and mail to: A. Harrison Johnson, Jr.
Attorney at Law
213 Fifth Avenue, North
Nashville, TN 37219

97 SEP -4 PM 3:42
REGISTER
DAVIDSON CO. TN.

WARRANTY DEED
AND
ASSIGNMENT OF LEASES

BOOK 10596 PG 219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Alvin Crossman and David Rawlings	SAME	Map 102-8 Par. 57
(NAME)	(NAME)	
Suite 209 102 Woodmont Boulevard		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 700,000.00.

Subscribed and sworn to before me, this the 3rd day of ~~August~~ September, 1997.

A. Harrison Johnson, Jr.
Affiant

NOTARY PUBLIC AT LARGE TENNESSEE LINDA DAYLE BARNES

My Commission Expires: 5-23-98

(Affix Seal) Linda Dayle Barnes
Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS cash in hand paid, the receipt of which from the undersigned JAMES ALVIN CROSSMAN and DAVID RAWLINGS, as tenants in common (each having an undivided 50% interest therein) (the "Grantees" herein) is hereby acknowledged, and for the further consideration of the Grantees' assumption and agreement to pay and perform the Grantor's obligations under the BMA Loan Documents described below, the undersigned HILLWOOD LAND COMPANY, a partnership composed of Jerold Hamza, Marlene Butler, Janice Bassett and Patricia Mangone (the "Grantor" herein), has this day

bargained and sold, and does hereby transfer and convey unto the said JAMES ALVIN CROSSMAN and DAVID RAWLINGS, as tenants in common (each having an undivided 50% interest therein), and to their heirs, administrators, successors and assigns, all of their right, title and interest in and to the following real estate in Davidson County, Tennessee, as follows:

Being a certain tract of land located in the First Civil District of Davidson County, Tennessee, being Lot Numbers 2 and 3 on the Plan of the Re-Subdivision of the Reserved Parcel of the R. Wayne Oldham Property, a plat of which is of record in Book 5190, page 67, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by Turner Engineering Company, Inc., dated January 27, 1978 (file number 1040) as follows:

Beginning at a concrete monument in the easterly right-of-way of Hillwood Boulevard (an 80-foot right-of-way) and proceeding as follows: With said right-of-way **North 33 degrees 02 minutes West** a distance of **139.21 feet** to a concrete monument;

thence, continuing with the said right-of-way and a curve to the left having a **radius of 940.0 feet**, a distance of **11.04 feet** to an iron pin in concrete;

thence leaving said right-of-way and with the southerly line of the R. Wayne Oldham Subdivision of record in Book 4955, page 93, Register's Office for Davidson County, Tennessee, **North 41 degrees 25 minutes East**, a distance of **226.73 feet** to an iron pin in concrete in the westerly right-of-way of a 20-foot unimproved alley;

thence, with the said right-of-way **South 33 degrees 07 minutes East**, a distance of **199.83 feet** to an iron pin in the common rear corners of Lot Numbers 1 and 2;

thence, with the line between the said two lots, **South 54 degrees 02 minutes West** a distance of **218.98 feet** to the point of beginning.

Being the same property conveyed to Hillwood Land Company by deed of record in Book 5892, page 28, Register's Office for Davidson County, Tennessee.

Said **land** is improved property, known as Charlotte Pike at 850 Hillwood Blvd., Nashville, TN 372__.

Further, this conveyance is subject to:

1. 1997 taxes, which have been prorated and assumed by Grantees.

2. Rights of Tenants in Possession under the Leases described on Exhibit A hereto.

3. Restrictions contained in Book 5150, page 972, as amended in Book 5224, page 459, and Book 5453, page 120, said Register's Office.

4. All matters shown on Plat of record in Book 5190, page 67, said Register's Office.

5. Easement set forth in instrument recorded in Book 4337, page 144, said Register's Office.

6. (i) Deed of Trust dated **June 29, 1987**, granted by Grantor herein for the benefit of BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a Missouri corporation, and recorded on June 29, 1987 in Book 7281, at page 145, in the Register's Office for Davidson County, Tennessee (the "Mortgage"), and (ii) Conditional Assignment of Rents dated June 29, 1987 given by Grantor herein to BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a Missouri corporation, and recorded on June 29, 1987, in Book 7281, at page 163, in the Register's Office for Davidson County, Tennessee (the "Assignment of Rents"). The Mortgage and the Promissory Note securing it have been amended by a certain Loan Modification Agreement dated as of August 22, 1997, by and between Grantor, the Grantees and BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a Missouri corporation (the "Loan Modification Agreement"), recorded simultaneously herewith. The Mortgage and the Promissory Note securing it, and the Assignment of Rents, as amended by the Loan Modification Agreement, are collectively referred to herein as the "BMA Loan Documents".

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said JAMES ALVIN CROSSMAN and DAVID RAWLINGS, and their respective heirs, administrators, successors and assigns, forever.

And Grantor does covenant with the said Grantees 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 set forth herein.

And Grantor does further covenant and bind itself, its successors, heirs and assigns, to warrant and forever defend the title to the said real estate to the said Grantees, their heirs, administrators, successors and assigns, against the lawful claims of all persons claiming by, through and under each of them.

And the Grantor does hereby sell, assign and transfer all of its right, title and interest in and to the Leases (and the rents, income, charges, fees and all payments due the Grantor from Tenants thereunder) described on Exhibit A hereto (the "Leases" herein) unto the Grantees, their heirs, administrators, successors and assigns, free and clear of the claims and rights of any third parties. And the Grantor hereby makes the following REPRESENTATIONS AND WARRANTIES:

That Grantor has good title to the Leases hereby assigned and good right to assign the same, and that no other person, corporation or entity has any right, title or interest therein; that Grantor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Grantor's part to be kept, observed and performed; that to the best of Grantor's knowledge, Grantor is not in default under any of the Leases; that Grantor has not previously sold, assigned, transferred, mortgaged or pledged the Leases, whether now due or hereafter to become due; that any of the rents due for any period subsequent to August 31, 1997 have not been collected and that payment of any of the rents has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised; that Grantor has not received any funds or deposits from any Tenant thereunder in excess of one (1) month's rent for which credit has not already been made on account of accrued rents; and that to the best of Grantor's knowledge, the lessee under any existing Lease is not in default of any of the terms thereof. This Assignment shall run with the land and shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns.

And, that: (1) The undersigned Jerold Hamza, Marlene Butler, Janice Bassett and Patricia Mangone (the "Partners") are the only Partners of the Grantor, (2) The Partnership, HILLWOOD LAND COMPANY, is in full force and effect, and (3) The undersigned Partners, Jerold Hamza, Marlene Butler, Janice Bassett and Patricia Mangone, have full power and authority to execute this instrument, without joinder or signature of any other party. And the Grantees, the Grantees' Lender (BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA. a Missouri corporation) and Lawyer's Title Insurance Corporation, and all of their lawyers and attorneys may rely upon the covenants, representations and warranties set forth herein as fully as if the said Partners had sworn directly thereto.

And, the Grantees do hereby assume and agree to perform all the obligations of the Grantor under the said Leases as of the first day of September, 1997. And the Grantor does hereby indemnify and save the Grantees harmless for any obligations of Grantor under the

Leases which may have accrued prior to the first day of September, 1997; And the Grantees do hereby indemnify and save the Grantor harmless for any obligations of Grantor under the Leases which may accrue on or after the first day of September, 1997;

The parties agree that the effective date of prorations of income and expenses shall be August 31, 1997.

This instrument may be executed in counterparts, and the preparer of this deed is authorized to insert the applicable signature pages and notary blocks as appropriate, with multiple signature pages and notary block pages hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[Signature Pages and Notary Pages Follow]

Witness our hands this as of this the 22nd day of August, 1997.

HILLWOOD LAND COMPANY,
a partnership composed solely of:

x Jerold Hamza
Jerold Hamza
By:

x Marlene Butler
Marlene Butler, his
Attorney in fact

x Marlene Butler
Marlene Butler

x Janice Montague
Janice Bassett a/k/a Janice Montaque
By:

x Marlene Butler
Marlene Butler, her
Attorney in fact

x Patricia Mangone
Patricia Mangone
By:

x Marlene Butler
Marlene Butler, her
Attorney in fact

JAMES ALVIN CROSSMAN

DAVID RAWLINGS

Witness our hands this as of this the 22nd day of August, 1997.

HILLWOOD LAND COMPANY,
a partnership composed solely of:

_____ _____
Jerold Hamza Marlene Butler
By:

_____
Marlene Butler, his
Attorney in fact

_____
Janice Bassett
By:

_____
Marlene Butler, her
Attorney in fact

_____
Patricia Mangone
By:

_____
Marlene Butler, her
Attorney in fact

James Alvin Crossman
JAMES ALVIN CROSSMAN

DAVID RAWLINGS

STATE OF NEW YORK)
COUNTY OF Monroe)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Marlene Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be attorney in fact for **Janice Bassett**, a Partner of HILLWOOD LAND COMPANY, the within named bargainor, a New York general partnership, and that she as attorney in fact for such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by herself as attorney in fact for such Partner.

Witness my hand and seal at Rochester, New York, this the 27th day of August, 1997.

[Affix Seal]

NOTARY PUBLIC

PEGGY M. HUERTAS
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 12/28/97

My Commission Expires:

STATE OF NEW YORK)
COUNTY OF Monroe)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Marlene Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be attorney in fact for **Patricia Mangone**, a Partner of HILLWOOD LAND COMPANY, the within named bargainor, a New York general partnership, and that she as attorney in fact for such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by herself as attorney in fact for such Partner.

Witness my hand and seal at Rochester, New York, this the 27th day of August, 1997.

[Affix Seal]

NOTARY PUBLIC

PEGGY M. HUERTAS
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 12/28/97

My Commission Expires:

STATE OF NEW YORK)
COUNTY OF Monroe)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Marlene Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be attorney in fact for Jerold Hamza, a Partner of HILLWOOD LAND COMPANY, the within named bargainor, a New York general partnership, and that she as attorney in fact for such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by herself as attorney in fact for such Partner.

Witness my hand and seal at Rochester, New York, this the 27th day of August, 1997.

[Affix Seal]

NOTARY PUBLIC

My Commission Expires: PEGGY M. HUERTAS Notary Public, State of New York Qualified in Monroe County My Commission Expires 12/28/97

STATE OF NEW YORK)
COUNTY OF Monroe)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Marlene Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Partner of HILLWOOD LAND COMPANY, the within named bargainor, a New York general partnership, and that she as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by herself as such Partner.

Witness my hand and seal at Rochester, New York, this the 27th day of August, 1997.

[Affix Seal]

NOTARY PUBLIC

My Commission Expires: PEGGY M. HUERTAS Notary Public, State of New York Qualified in Monroe County My Commission Expires 12/28/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named bargainor, James Alvin Crossman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 29th day of August, 1997.



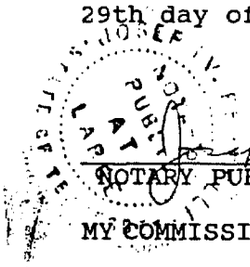
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/23/2000.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named bargainor, David Rawlings, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 29th day of August, 1997.



NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/23/2000.

HILLWOOD SHOPPING CENTER

Suite	Tenant	Sq. Ft.	Lease Expiration	Annual Base Rent	Monthly Rent	Rate PSF	Additional Rent	Security or Advance Rent
1	Cross Stitch	1200	Expired	$12,000.00	$1,000.00	$10.00	None	
2	Luxury Nails	700	30-Aug-97	$6,300.00	$525.00	$9.00	None	
3	State Farm	700	30-Jun-97	$7,384.32	$615.36	$10.55	Rent includes share of taxes and insurance	$525.00
4	Action Signs	750	30-Jun-97	$7,925.40	$660.45	$10.57	None	
5	AAdvantage Insurance	500	31-May-97	$3,600.00	$300.00	$7.20	None	
6	Deluxe Carpet	950	Mo. to Mo.	$11,166.00	$930.50	$11.75	None	$300.00
7/8	Vacant	3413						
9	Beneficial Loans	1200	30-Jun-02	$11,100.00	$925.00	$9.25	Rent increase after 2 yrs./CPI	No additional rent
10	Vacant	1020						
11	Hillwood Chiropractic	3280	Expired	$31,160.04	$2,596.67	$9.50		
12	Baskin Robbins	1050	28-Feb-00	$9,893.40	$824.45	$9.42	Currently paying $69.83 per month for ins. and cam,bill for taxes	
	TOTALS	14763		$100,529.16	$8,377.43	$9.69 Avg.		
	Vacancy	4433						
	% Vacancy	30.03%						

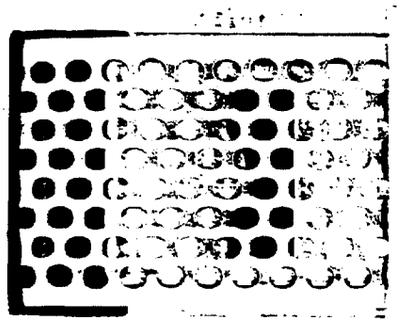
BOOK 10596 PG 229

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

EXHIBIT A
TO WARRANTY DEED

4945 09/04 0101 03CHECK 2635.00

8/26/97



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

RECEIVED OF _____

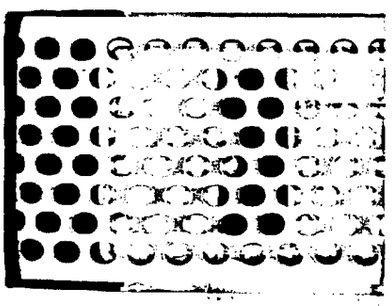
FOR _____

BOOK 10596 PG 230

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
			CAPT	700000.00
			CON TX	2590.00
			PRFEE	1.00
			WDEED	44.00
			TOTAL	2635.00
			CHECK	2635.00
09/04/97	01	15:41	0001	4945

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



034,5098
IDENTIFICATION REFERENCE
97 SEP -4 PM 3:42
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No.1194421