Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
MTN Holdings, Inc. c/o George F. Maynard Burr & Foreman, LLP 600 West Peachtree St. Atlanta, GA 30308	11DZ 16350; 11DZ 16410 Map 51 Parcels 51 and 154	Same as New Owner
This instrument prepared by: Liddell, Sapp, Zivley, Hill & LaBoon, L.L.P. 3400 Texas Commerce Tower, 600 Travis, Houston, Texas 77002		

47

SPECIAL WARRANTY DEED BOOK 10681 PG 474

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

THAT, **AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**, a Tennessee corporation ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by **MTN HOLDINGS, INC.** ("Grantee") whose mailing address is c/o George F. Maynard, Burr & Foreman, LLP, 600 West Peachtree Street, Atlanta, Georgia 30308, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee that certain tract of real property located in Davidson County, Tennessee as more particularly described on **Exhibit "A,"** attached hereto, incorporated herein and made a part hereof for all purposes, together with any and all appurtenances belonging or appertaining thereto (said real property together with any and all of the related rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heirs, successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the 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; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, (b) the matters described on **Exhibit "B,"** attached hereto, to the full extent same are valid and pertain to the Property, (c) any and all matters on the ground that a true and correct survey would reveal, and (d) any and all leases covering or affecting all or any portion of the Property and the rights of tenants thereunder.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (v) ANY OTHER

MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLD 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 PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, ITS AGENTS OR CONTRACTORS. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR.

For the same consideration, Grantor hereby conveys to Grantee, without any representation or warranty as to title, express or implied, Grantor's interest, if any, in and to adjacent streets, alleys or rights-of-way pertaining to the Land.

All ad valorem taxes and assessments for the Property for the year 1997 have been prorated and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the year 1996, then upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for calendar year 1997 are available.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 10th day of November, 1997.

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, a Tennessee corporation

By: _____
Name: W. Larry Mask
Title: Real Estate Investment Officer

"GRANTOR"

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. RE97-481
DATE 11/4/97
SIGNED _____

H1995A:182440-1
016587:0029

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Personally appeared before me, the undersigned authority in and for the said County and State, on this 6 day of November, 1997, within my jurisdiction, the within-named W. Larry Mask, who acknowledged that he/she is a Real Estate Investment Officer of **AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**, a Tennessee corporation, on behalf of said corporation, and as its act and deed he/she executed the foregoing instrument, on the day and year therein mentioned and he/she is duly authorized by said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of November, 1997.

DAVID MC GINNIS
Notary Public State of Texas
My Commission Expires
JULY 31, 2001

Notary Public in and for the
State of T E X A S
Printed Name: DAVID MCGINNIS
My Commission Expires: 7/31/2001

STATE OF Georgia §
§
COUNTY OF Fulton §

The actual consideration or value, whichever is greater, for this transfer is $1,525,000.00

MTN HOLDINGS, INC.,
a Georgia corporation

By: M. Kinette Salter
Name: M. Kinette Salter
Title: President

Subscribed and sworn to before me this 7 day of November, 1997.

Notary Public
My Commission Expires:

NOTARY PUBLIC
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 31, 2000

H1995A:182440-1
016587:0029

EXHIBIT A

Land described according to a survey made by Paul C. Sauve, Surveyor, Tennessee No. 1796 with Ragan Smith Associates, 315 Woodland Street, P. O. Box 60070, Nashville, Tennessee 37206-0070, dated September 16, 1997, revised October 14, 1997, revised November 3, 1997, described as follows:

TRACT I

Being a certain tract of land located at the Southwest intersection of Gallatin Road and Walton Lane in the First Civil District of Nashville, Davidson County, Tennessee and being more particularly described by metes and bounds as follows:

Beginning at an iron pin (new), said pin being in the South right of way of Walton Lane and the Northeast corner of the herein described tract;

Thence along said right of way South 41 degrees 21 minutes 54 seconds East, 53.42 feet to a P.K. nail (new) said nail being in the West right of way of Gallatin Road;

Thence with said right of way of Gallatin Road South 10 degrees 02 minutes 05 seconds West, 473.62 feet to an iron pin (new), said pin being the beginning of a curve to the left, said curve having a central angle of 00 degrees 19 minutes 04 seconds, a radius of 3,879.72 feet, an arc length of 21.52 feet and a chord of South 09 degrees 52 minutes 33 seconds West, 21.52 feet;

Thence with said right of way along the arc of the above described curve 21.52 feet to a concrete monument (old);

Thence leaving said right of way North 88 degrees 21 minutes 27 seconds West, 132.12 feet to a concrete monument (old);

Thence South 04 degrees 35 minutes 09 seconds West, 99.11 feet to a point, said point being in the North right of way of Briley Parkway;

Thence with said right of way South 47 degrees 43 minutes 49 seconds West, 44.19 feet to a concrete monument (old);

Thence with said right of way South 76 degrees 20 minutes 33 second West, 190.48 feet to a concrete monument (old);

Thence with said right of way South 66 degrees 11 minutes 05 seconds West, 121.52 feet to a point;

Thence leaving said right of way North 82 degrees 45 minutes 24 seconds West, 641.28 feet to a concrete monument (old), said monument being in the East right of way of CSX Railroad and being the beginning of a curve to the right, said curve having a central angle of 01 degrees 20 minutes 33 seconds, a radius of 11,424.69 feet, an arc length of 267.68 feet and a chord of North 16 degrees 28 minutes 21 second East, 267.67 feet;

Thence with said railroad right of way along the arc of the above described curve 267.68 feet to an iron pin (new);

Thence with said railroad right of way North 17 degrees 35 minutes 22 seconds East, 425.69 feet to an iron pin (new), said pin being in the South right of way of Walton Lane;

Thence with said right of way of Walton Lane North 85 degrees 01 minutes 21 seconds East, 298.99 feet to an iron pin (new);

Thence with said right of way South 88 degrees 00 minutes 00 seconds East, 654.03 feet to the point of beginning and containing 716,148 square feet or 16.441 acres.

TRACT 1:

Being the same property conveyed to Life and Casualty Insurance Company of Tennessee, a Tennessee corporation, by deed from Wiggins and Company, Inc., a Georgia corporation, of record in Book 4875, page 18, and by Articles of Merger of record in Book 9029, page 130, and Book 9825, page 66, Register's Office for Davidson County, Tennessee.

TRACT III

Being a certain tract of land located in the First Civil District of Nashville, Davidson County, Tennessee and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument (old), said monument being in the east right of way of CSX Railroad, the Northwest corner of the herein described tract and the Southwest corner of Tract 1 described above, also being in the North right of way of Briley Parkway;

Thence with the Line of Tract 1 above South 82 degrees 45 minutes 24 seconds East, 641.28 feet to a point, said point being in the north right of way of Briley Parkway;

Thence with said right of way South 66 degrees 11 minutes 05 seconds West, 221.08 feet to a concrete monument (old);

Thence with said right of way South 88 degrees 38 minutes 05 seconds West, 128.84 feet to a concrete monument (old);

Thence with said right of way North 60 degrees 25 minutes 04 seconds West, 350.83 feet to the point of beginning and containing 48,194 square feet or 1.106 acres.

TRACT 3:

Being the same property conveyed to Life and Casualty Insurance Company of Tennessee by deed from TLC Properties, Inc., a Louisiana Corporation, of record in Book 8310, page 280, Register's Office for Davidson County, Tennessee.

(Tennessee)

Exhibit B

1. All assessments and taxes due in 19 98 , and thereafter.

2. TRACT NO. 1: Taxes for 1997 in the amount of $56,717.57 are now due and payable. Field Book No. 11DZ 16350, Map 51, Parcel 180 - 16.53 acres.

3. TRACT NO. 2: Taxes for 1997 in the amount of $314.77 are due and payable. Field Book No. 11DZ 00010, Map 51, Parcel 155.

4. TRACT NO. 3: Taxes for 1997 in the amount of $3,732.72 are due and payable. Field Book No. 11dZ 16410, Map 51, Parcel 154.

5. That Certain Lease to S. S. Kresge Company, dated July 17, 1964, a memorandum of which is of record in Book 3808, page 329, Register's Office for said County, as modified by letters dated August 11, 1964, August 24, 1964, June 10, 1965, February 15, 1966, May 24, 1966, and November 7, 1968, which lease was assigned to Life and Casualty Insurance Company of Tennessee by assignment and recorded in Deed Book 3808, page 333, Register's Office for Davidson County, Tennessee, (affects Tract 1 only)

6. Easement dated March 14, 1962, between Olga I. Kennaston and husband, J. B. Kennaston, and Madison Suburban Utility District of Davidson County, Tennessee, of record in Book 3436, page 236, Registers' office for said County. (affects Tract No. 1 only).

7. Lease Agreement dated December 1, 1974, between Life and Casualty Insurance Company of Tennessee and Wiggins and Company, Inc., of record in Book 4875, page 24, Register's Office for said County. (affects Tract No. 1 only).

8. Easement Grant and Agreement dated August 25, 1964, between Maddux Construction Company, Inc., and Riverside Plaza, Inc., of record in Book 3807, page 802, REgister's Office for said County. (affects Tract No. 1 only)

9. Deed of Conveyance for sanitary sewer of record in Book 4016, page 869, Register's Office for said County. (affects Tract No. 1 only).

10. Lease executed on August 8, 1980, between Life and Casualty Insurance Company of Tennessee, a Tennessee corporation, and TLC Properties, Inc., a Louisiana corporation, of record in Book 5700, page 107, Register's Office for Davidson County, Tennessee. (affects Tract No. 2 only).

11. Lease Agreement of record in Book 9474, page 599, Register's Office for Davidson County, Tennessee.

12. Easement Agreement for ingress and egress of record in Book 6014, page 888, Register's Office for said County.

13. Access Rights of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5351, page 881, Register's Office for said County. Access rights retained by Metropolitan Government of Nashville and Davidson County, to, from and across northerly margin of Briley Parkway and all rights of ingress or egress to and from abutting lands in Deed of record in Book 5351, page 887, said Register's Office.

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

14. All matters that would be shown on a current survey of the subject property.

15. Subject to chartered right-of-way of the L & N Railroad, if any.

16. All matters set forth on the Plan of record in Minute Book I, pages 108 and 109, and Chancery Book 1, page 20, said Register's Office.

17. All matters shown on survey made by Paul C. Sauve, Surveyor, Tennessee No. 1796 with Ragan Smith Associates, dated September 16, 1997, revised October 14, 1997 and last revised November 3, 1997.

18. Lack of ingress and egress to Tracts 2 and 3 to and from public streets, except over and across Tract 1.

0369108
IDENTIFICATION REFERENCE
97 NOV 12 PM 12:34
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.
0852 11/12 0101 03CHECK 5671.50

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 10681 PG 481

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
1525000.00
CON TX 5642.50
PRFEE 1.00
WDEED 28.00
TOTAL 5671.50
CHECK 5671.50

11/12/97 01 12:32 0001 0852

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

97 NOV 12 PM 12:34

0369108 IDENTIFICATION REFERENCE

No. 1220028