THIS INSTRUMENT PREPARED BY:

GULLETT, SANFORD, ROBINSON & MARTIN, PLLC
230 Fourth Avenue, North
Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,300,000.00.

Affiant

Subscribed and sworn to before me, this 30th day of January, 1998.

Notary Public

My Commission Expires: September 23, 2000

Address new owner as follows:

306 W. Due West Ave. Inc.
c/o Crown NorthCorp.
Park Central VII
12750 Merit Drive, Suite 1015
Dallas, TX 75251

Send Tax Bills to:

SAME

Map-Parcel Numbers

Map 51-7
Parcel 42

98 JAN 30 PM 12:20

PICK-UP 0395318

SUCCESSOR TRUSTEE'S DEED

WHEREAS, Imperial Manor, Inc., by a Deed of Trust (the "Deed of Trust"), dated April 29, 1988, of record in Book 7530, page 642, Register's Office for Davidson County, Tennessee, conveyed to Gaye Beasley and Michael Henderson, as Trustees, the hereinafter described real property to secure the payment of a promissory note (the "Note") described in the Deed of Trust, which Note was made by Imperial Manor, Inc. ("Borrower"), was originally payable to The Patrician Mortgage Company, and was assigned to ALI Inc.; and

WHEREAS, the Note was further secured, without limitation, by a Security Agreement, dated April 29, 1988, executed by Borrower, covering certain personal property described therein, as amended; and

WHEREAS, ALI Inc., the owner and holder of the Note, removed Gaye Beasley and Michael Henderson, as Trustees under the Deed of Trust, and appointed Justin T. Milam as Successor Trustee by an Appointment of Successor Trustee of record in Book 10725, page 692, Register's Office of said County; and

WHEREAS, default was made in payment of the Note, and the owner and holder of the Note accelerated all indebtedness evidenced thereby; and

WHEREAS, the owner and holder of the Note, ALI Inc., demanded that the Successor Trustee sell the subject property in accordance with the terms of the Deed of Trust; and

WHEREAS, pursuant to instructions of ALI Inc., the Successor Trustee advertised said property for sale in accordance with the terms and provisions of the Deed of Trust, notices of the time and place of said sale having been published in The Nashville Record on January 8, 1998, January 15, 1998, and January 22, 1998; and

WHEREAS, the Successor Trustee, as required by the terms of the Deed of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at the front (South) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 o'clock a.m. on Friday, January 30, 1998; and

WHEREAS, the owner and holder of the Note, ALI Inc., being the highest and best bidder at the foreclosure sale, became the purchaser of said property at and for the sum of FIVE MILLION THREE HUNDRED THOUSAND AND 00/100 ($5,300,000.00) DOLLARS; and

WHEREAS, ALI Inc. designated at the time of its successful bid at the foreclosure sale that the property be deeded to 306 W. Due West Ave. Inc., a Delaware corporation; and ALI Inc. has authorized and instructed Justin T. Milam, Successor Trustee, to execute and deliver a Successor Trustee's Deed pursuant to the foreclosure sale to 306 W. Due West Ave. Inc.

NOW, THEREFORE, Justin T. Milam, in his capacity as Successor Trustee, and not otherwise (the "Successor Trustee"), in consideration of the premises and payment of the sum stated above, the receipt of which is hereby acknowledged, hereby transfers and conveys to **306 W. DUE WEST AVE. INC.**, a Delaware corporation ("Grantee"), and its successors and assigns, certain real property, situated in Davidson County, Tennessee, described as follows, together with all buildings and improvements erected or placed thereon and all fixtures (collectively the "Real Property"):

> A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:
>
> Beginning at an existing iron pin on the north right-of-way line of Due West Avenue, a 60 foot road, at the southwest corner of the property shown on the plat of the Resubdivision of Part of Lot 1 and Lot 2, Stratton Place Subdivision as recorded in Plat Book 5190, page 75, Register's Office for Davidson County, Tennessee, and southeast corner of the herein described tract; thence, with the north right-of-way line of Due West Avenue N 87° 49' 32" W, 100.06 feet to an existing iron pin; thence, with the east boundary line of

the property of Nashville Memorial Hospital as recorded in Deed Book 5178, page 682, said Register's Office, N 2° 18' 51" E, 582.82 feet to an existing iron pin; thence, with the north boundary line of the property of Nashville Memorial Hospital S 73° 29' 57" W, 149.50 feet to an iron pin set; thence, with the east boundary line of Pleasant Acres, Section Four as recorded in Plat Book 2133, page 121, said Register's Office, N 2° 25' 21" E, 307.99 feet to an existing concrete monument; thence, with the north boundary line of Lot 30, Pleasant Acres, Section Four, N 86° 03' 29" W, 312.26 feet to an existing concrete monument; thence, with the east right-of-way line of Saunders Drive, a 60 foot road, N 3° 47' 23" E, 20.03 feet to an existing concrete monument; thence, with the south boundary line of Lot 31, Pleasant Acres, Section Four, S 86° 03' 29" E, 311.68 feet to an existing concrete monument; thence, with the east boundary line of Pleasant Acres, Section Four, N 3° 59' 47" W, 152.81 feet to an existing concrete monument; thence, N 2° 04' 19" E, 159.95 feet to an existing concrete monument; thence, N 7° 39' 57" W, 297.93 feet to an existing concrete monument; thence, with the south boundary line of Pleasant Acres, Section Two, as record in Plat Book 2133, page 75, said Register's Office, S 86° 09' 01" E, 264.35 feet to an existing concrete monument; thence, S 87° 38' 58" E, 278.48 feet to an existing concrete monument; thence, with the west boundary line of Stratton Heights as recorded in Plat Book 1835, page 13, said Register's Office, S 3° 11' 46" W, 213.34 feet to an existing concrete monument; thence, S 5° 07' 35" W, 308.90 feet to an existing iron pipe; thence, S 6° 56' 21" E, 43.40 feet to an existing iron pin; thence, S 40° 50' 30" W, 301.89 feet to an existing concrete monument; thence, with the west boundary line of the property shown on the plat of the resubdivision of Part of Lot 1 and Lot 2, Stratton Place Subdivision, S 40° 09' 29" W, 54.28 feet to an existing concrete monument; thence, S 2° 17' 32" W, 616.64 feet to the point of beginning and containing 10.43 acres, more or less.

Being Tract No. I of three tracts conveyed to Imperial Manor, Inc., a Tennessee corporation, by deed from Mid South Nursing Homes, Inc., a Tennessee corporation, of record in Book 7095, page 177, and rerecorded in Book 7111, page 472, Register's Office for Davidson County, Tennessee.

The street address of the above-described property is 306 West Due West Avenue, Madison, Tennessee 37115.

TO HAVE AND TO HOLD the aforesaid real estate free from all equities of redemption, the statutory right of redemption, homestead, dower, and all other exemptions or rights of redemption that may exist (if any), all such exemptions and rights being waived in the Deed of Trust, in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

In accordance with Tennessee Code Annotated Section 47-9-501(4), the sale of the Real Property was combined with the sale of the personal property described in the Deed of Trust and/or the Security Agreement (the "Personal Property") which includes the following: All of Borrower's furniture, fixtures, equipment, and any other type of personal property located on, in, or about the Real Property, attached to the Real Property or used in connection therewith; and the Successor Trustee hereby assigns, transfers, and conveys to the Grantee all

of the Successor Trustee's right, title, and interest in and to the Personal Property arising by virtue of the foreclosure sale.

The Real Property and Personal Property are transferred and conveyed subject to the following: (1) any and all liens against said property for unpaid property taxes; and (2) any and all other prior liens, claims, encumbrances, easements, restrictions and matters against or affecting the subject property. The subject property is also transferred and conveyed subject to any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) and to matters that an accurate survey of the Real Property might disclose.

The subject property is transferred and conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TRANSFERRED AND CONVEYED WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Justin T. Milam, in his capacity as Successor Trustee, and not otherwise, has set his signature on this 30th day of January, 1998.

Justin T. Milam, Successor Trustee

Justin T. Milam, as Successor Trustee, and not otherwise

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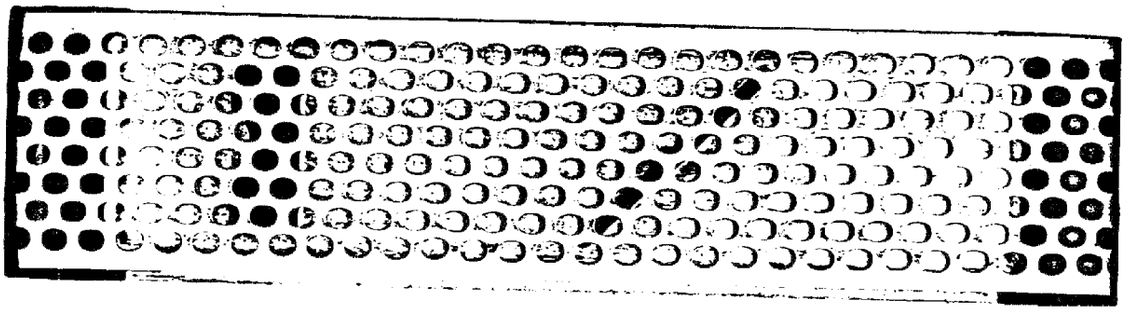
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Justin T. Milam, Successor Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of January, 1998.

Julie Knudson
Notary Public

My Commission Expires: September 23, 2000



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

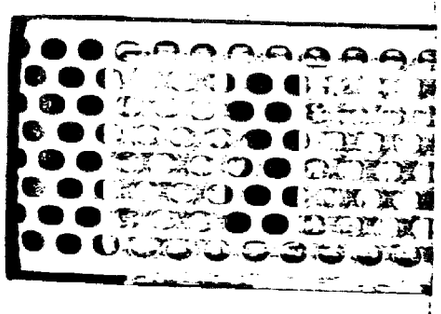
BOOK 10774 PG 889

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT
5300000.00
CON TX 19610.00
PRFEE 1.00
WDEED 16.00
TOTAL 19627.00
CHECK 19627.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 7638

0395318

98 JAN 30 PM 12:20

DAVIDSON COUNTY, TN.

REFERENCE

No. 1248214