BOOK 10832 PG 144

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $ 177,100 00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4 DAY OF March, 1998

NOTARY PUBLIC

COMMISSION EXPIRES: 11-27-99

K. BRIAN HAY NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.

SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

BRESSLER, AMERY & ROSS, P.C.

325 Columbia Turnpike, Florham Park, NJ 07932

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Dial Properties, LLC 900 E. Church Street Brentwood, Tennessee 87027	Larry Dial, President Dial Properties, LLC 9000 E. Church Street Brentwood, Tennessee 87027	26-140

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND IN OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

USI PROPERTIES, INC., a Delaware Corporation,

HEREINAFTER CALLED THE **GRANTOR(S)**, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO,

DIAL PROPERTIES, LLC

HEREINAFTER CALLED THE **GRANTEE(S)**, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

See Schedule "A" attached hereto and made a part hereof.

SUBJECT to the provisions of the Absolute Release and Covenant Not to Sue executed by Grantee and recorded on even date hereof.

3882 03/11 0101 03CHECK 696.27

THIS IS ()IMPROVED (x)UNIMPROVED PROPERTY KNOWN AS: Windsor Green Land, City of Goodlettsville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEE(S)** their heirs and assigns, forever, and we do covenant with the said **GRANTEE(S)** that we are lawfully seized and possessed of said land in *fee simple*, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said **GRANTEE(S)**, their heirs and assigns against the lawful claims of all person claiming by, through or under the GRANTOR(S) but no further or otherwise. 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.

WITNESS, this 26th day of Feb., 1998

USI Properties, Inc.

By: _____
Tom L. Green, President

BAR-NJ: 4586.1

MAIL ENV.

98 MAR 11 AM 8:43

0410547

IDENTIF. & REFERENC

NOTARY ACKNOWLEDGEMENT

BOOK 10832 PG 145

(Corporate Notary Acknowledgement)
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Tom L. Green with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the President of the USI Properties, Inc, a corporation, and that as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation.

Witness my hand and official seal at office at Atlanta, Georgia on this date of February 26, 1998.

Commission Expires:_____

Notary Public, Fulton County, Georgia.
My commission expires April 1, 2001.

Sarah Newkam
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

BOOK 10832 PG 146

Being two parcels of land located in the Second Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the north R.O.W. of Windsor Trace and being the southeast corner of the plan of Picadilly Apartments, as of record in Plat Book 5200, Page 592, R.O.D.C., and proceeding as follows:

Thence, with said Picadilly Apartments for the following 4 calls, N 10°00'17"W, 259.78 feet to an iron pin;

Thence, N 42°32'12" W, 44.19 feet to an iron pin;

Thence, N 51°34'28" E, 26.89 feet to an iron pin;

Thence, N 10°01'31" W 635.99 feet to an iron pin, said pin being said Picadilly Apartments' northeast corner and a corner of the property conveyed to North Creek Associates, Ltd., as of record in Deed Book 6804, Page 160, R.O.D.C.;

Thence, with said North Creek Associates, Ltd., N33°38'07" E, 697.27 feet to an iron pin, said pin being the northwest corner of Windsor Green, Phase II, Section III, as of record in Plat Book 6900, Page 845, R.O.D.C.;

Thence, with said Windsor Green, Phase II, Section III, for the following 3 calls, S 19°41'16" E, 394.93 feet to a concrete monument;

Thence, S 36°22'02" E, 185.00 feet to an iron pin;

Thence, S 56°11'53" E, 110.36 feet to a concrete monument in the north R.O.W. of Windsor Trace;

Thence, with said R.O.W. for the following calls, in a southwesterly direction and with a curve to the left, having a radius of 395.00 feet, having a central angle of 45 degrees, 30 minutes, 22 seconds and an arc length of 313.72 feet, and a chord bearing and distance of S 40°05'41" W, 305.54 feet to an iron pin;

Thence, S 17° 20'31" W, 365.28 feet to an iron pin;

Thence, in a southwesterly direction and with a curve to the right, having a central angle of 10 degrees, 59 minutes, 59 seconds and having a radius of 1012.74 feet, an arc length of 194.43 feet, and a chord bearing and distance, S22°50'31" W, 194.13 feet to an iron pin;

Thence, S 28°20'31" W, 25.34 feet to an iron pin;

Thence, with a curve to the right and in a southwesterly direction having a central angle of 66 degrees, 25 minutes, 57 seconds and having a radius of 25.00 feet, an arc length of 28.99 feet, and a chord bearing and distance, S 61°33'11" W, 27.39 feet to an iron pin;

Thence, with a curve to the left and in a southwesterly direction, having a central angle of 95 degrees, 56 minutes, 58 seconds and having a radius of 100.00 feet, an arc length of 167.46 feet, and a chord bearing and distance, S 46°47'21" W, 148.57 feet to an iron pin;

Thence, with a curve to the right and in a southwesterly direction, having a central angle of 56 degrees, 29 minutes, 04 seconds and having a radius of 25.00 feet, an arc length of 24.65 feet, and a chord bearing and distance, S 27°03'45" W, 23.66 feet to an iron pin;

Thence, S 62°39'30" W, 22.33 feet to the beginning and containing 517,478 square feet or 11.88 acres, more or less.

THIS LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN LAWYERS TITLE INSURANCE CORP. CASE NO. 95-27999 , DATED 3-23-95.

Being the same property conveyed to Hanson Properties East, Inc. which has merged with USI Properties, Inc., of record in Book 9246, page 432, RODCT.

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

EXHIBIT B

ABSOLUTE RELEASE AND COVENANT NOT TO SUE

This Absolute Release and Covenant Not to Sue Agreement (the "Absolute Release and Covenant Not to Sue") is made this 4th day of March, 1998 by and between USI Properties, Inc., ("Seller") a Delaware Corporation, and Dial Properties, LLC ("Purchaser"). Seller and Purchaser are collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, on December 8, 1997, a sales contract for Windsor Green, Goodlettsville, Tennessee Property (the "Contract") was executed between Seller and Purchaser to convey certain real property described in the Contract and known as Windsor Green in the Second Civil District of Davidson County, Tennessee (the "Property"), more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Purchaser has been granted the unfettered opportunity to examine the Property for the purpose of conducting its Due Diligence as that term is defined in Section 4 of the Contract, including, but not limited to the evaluation of the presence of Hazardous Materials and Other Materials (as those terms are defined in paragraph 2 herein) located on, in, under or originating from the Property; and

WHEREAS, Purchaser has been provided with copies of certain Documents (as that term is defined in paragraph 1 herein) pertaining to the Property; and

WHEREAS, Purchaser has retained environmental experts and/or environmental counsel (jointly "Experts") to assist in its evaluation of the Environmental Condition of the Property; and

WHEREAS, Purchaser has undertaken all environmental, engineering or other inspections which it has desired to perform at the Property in order to satisfy itself with the condition hereof; and

WHEREAS, Seller has made no representation or warranty regarding the Documents provided to Purchaser, and to the extent Purchaser has relied upon any Documents in reaching its decision to purchase the Property and execute the Contract and this Absolute Release and Covenant Not to Sue, it has so relied at its own risk; and

WHEREAS, in consideration of the transfer of Property, the Purchaser, the payment by Seller to Purchaser of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser releases and covenants not to sue as follows:

1. Definitions.

1.1 "Asbestos Containing Materials" ("ACM") means all substances, of any kind, in any substrate or material, in any location and any condition containing any measurable quantity of asbestos fiber, be it chrysotile, or otherwise, including by way of example and not limitation, floor tile, ceiling tile, roofing materials, caulking, pipe insulation and boiler wrapping.

1.2 "Documents" means all documents, photographs, maps, data, notes, reports, chromatograms, in digital form, print, videotape or other media used to transmit information regarding the Environmental Condition of any aspect of the Property, including, but not limited to, the Phase I Report prepared by ERM-Southeast, Inc., dated September 30, 1995.

1.3 "Environmental Condition" means any condition regarding the presence of Hazardous Materials located on, in, under or originating from the Property or located within the improvements thereon with respect to air, soil, surface or groundwater which require response under any Environmental Requirements in effect at the time of their application.

1.4 "Environmental Requirements" shall mean all prevailing and applicable federal, state and local governmental agency, environmental statutes, ordinances, rules, notices, regulations, standards, permits, orders and any other governmental requirements which control or regulate Hazardous Materials and which relate, by way of example and not limitation, to the following: (a) the spill, leak, discharge, emission or release of any Hazardous Material, to the air, surface water, groundwater or soil; (b) the storage, treatment, disposal or handling of any Hazardous Material; and (c) the construction, operation, maintenance, repair or closing of above-ground or underground storage tanks or impoundments containing Hazardous Materials; and (d) the cleanup, investigation or remediation of Hazardous Materials pursuant to Tennessee Law.

1.5 "Hazardous Materials" shall mean substances defined a such pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"); or as hazardous waste, as that term is defined under the Resource Conservation and Recovery Act ("RCRA"); polychlorinated biphenyls ("PCBs"); petroleum hydrocarbons; and substances so defined pursuant to any other federal, state or local requirements prevailing at the time of this Absolute Release and Covenant Not to Sue, including, but not limited to, those established by the state of Tennessee.

1.5 "Other Materials" shall mean any materials or substances which do not come within the definition of Hazardous Materials, including, but not limited to, ACM, radon or other radioactive substances, lead-based paint, non-hazardous waste or any other excluded toxic or polluting substances.

2. Absolute Release and Covenant Not to Sue

Purchaser, and successors, transferees and assigns ("Releasors") hereby absolutely, unconditionally and irrevocably covenant not to sue Seller, its affiliates, predecessors, successors and assigns and their respective agents, directors, employees and shareholders ("Releasees") from and against any and all claims, potential claims, suits, loss, liability, damage, fine penalty, or expense, including, but not limited to, foreseeable and unforeseeable, incidental and consequential, administrative or any other damages or costs in attorney and experts fees and

disbursements ("Claims") Releasors have or may have against Releasees, which claims arise out of any matter pertaining to the Environmental Condition of the Property with the presence of any Hazardous Materials or Other Materials located on, in, under or originating from the Property, including any improvements located thereon, whether any such Environmental Condition or the presence and extent of any such Hazardous Materials or Other Materials, at the time of execution of this Absolute Release and Covenant Not to Sue or any time thereafter is known or unknown, disclosed or undisclosed, latent or patent, and whether any such Claims arise or may arise pursuant to or in connection with any existing or future federal, state or local statute, regulation, code, ordinance or any other applicable Environmental Requirement or pursuant to existing or future common law. This Absolute Release and Covenant Not to Sue shall extend to any action originally commenced or brought against Releasors, which actions are commenced or brought by any third party, including but not limited to, any governmental agencies.

3. Recordation.

It is the intention of the signatories hereby that this Absolute Release and Covenant Not to Sue run with the land and that it be recorded in the records of the recorder of deeds, in the County of Davidson, Township of Goodlettsville, State of Tennessee along with the deed for the Property from Seller to Purchaser and to refer to the Absolute Release and Covenant Not to sue in the deed.

4. Merger/Integration.

This Absolute Release and Covenant Not to Sue constitutes the entire Agreement between the Parties. No change, addition or modification to this Absolute Release and Covenant Not to Sue shall be effective unless signed in writing by both Seller and Purchaser.

IN WITNESS WHEREOF, the duly authorized representatives of Purchaser have executed this Absolute Release and Covenant Not to Sue the day and year first above written.

PURCHASER: DIAL PROPERTIES, LLC

Name: _____

_____
Notary Public
comm. exp. 11-27-99

BAR-NJ:23827.1

K. BRIAN HAY NOTARY PUBLIC AT LARGE MAURY COUNTY, TENN.

EXHIBIT A

LEGAL DESCRIPTION

BOOK 10832 PG 153

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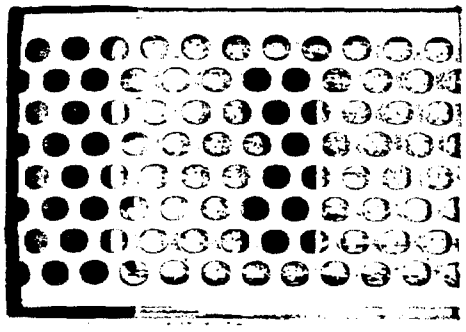
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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED



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

RECEIVED OF _____

FOR _____

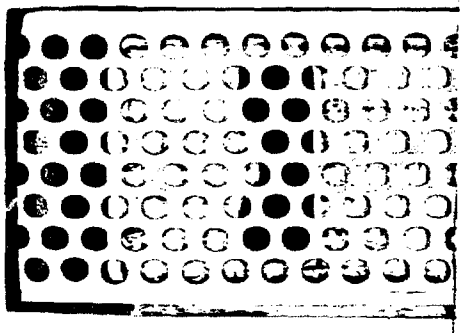
BOOK 10832 PG 154

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 177100.00
CON TX 655.27
PRFEE 1.00
WDEED 40.00
TOTAL 696.27
CHECK 696.27

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 03/11/98 01 08:43 0001 3882



0410547
IDENTIF. & REFERENCE

98 MAR 11 AM 8:43

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY

No. 1264275