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.:
Printer's & Union, L.L.C. 3305 West End Avenue Nashville, TN 37203	Union Street Plaza, L.L.C. 3305 West End Avenue Nashville, TN 37203	93-2-3-151

BOOK 10984 PG 388

QUITCLAIM DEED

FOR NO MONETARY CONSIDERATION and in accordance with an agreement between the parties, THE WILLINGHAM CORPORATION, a Tennessee corporation ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto PRINTER'S & UNION, L.L.C., a Tennessee limited liability company ("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 Wolfing 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 interest in property conveyed to Grantor by a deed of record in Book 10588, page 359, 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. Easement Agreement of record in Book 10605, Page 83, Register's Office for Davidson County, Tennessee;

7. 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;

8. 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;

9. 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);

10. Memorandum of Lease of record in Book 10748, page 372, Register's Office for Davidson County, Tennessee (Lease dated January 2, 1998 among Union Street Plaza, L.L.C. and The Willingham Corporation as Lessors and King & Ballow as Lessee); and

11. Rights of tenants in possession (other than Regions Bank of Tennessee, Inc. and King & Ballow) 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") dated August 28, 1997, between Grantor and Union Street Plaza, L.L.C., a Tennessee limited liability company ("Co-Tenant"), a memorandum of which is of record in Book 10588, Page 362, Register's Office for Davidson County, Tennessee. 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. Co-Tenant has joined in the execution of this instrument for the purposes of manifesting its consent to this transaction and waiving its right of first offer and right of first refusal contained in the Co-Tenancy Agreement.

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 19th day of June, 1998.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

IN WITNESS WHEREOF, Grantor and Co-Tenant have executed this instrument on this the 19th day of June, 1998.

"GRANTOR"

THE WILLINGHAM CORPORATION, a Tennessee corporation

BY: Ben H. Willingham, III,
President

"CO-TENANT"

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

BY: Ben H. Willingham, III,
Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public, Ben H. Willingham, III, ~~with~~ whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is president of THE WILLINGHAM CORPORATION, a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation,

WITNESS MY HAND, at office this 19th day of June, 1998.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

[Additional 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 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 19th day of June, 1998.

Jan Minshall
NOTARY PUBLIC

MY COMMISSION EXPIRES:
11-24-01

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