3

BOOK 10998 PAGE 27

WARRANTY DEED

ADDRESS NEW OWNER AS FOLLOWS:
The Arnold Group, Inc.
P. O. Box 890
Valley Forge, PA 19482

MAP
93-2-4

PARCEL
19

SEND TAX BILLS TO:
same

98 JUL 30 AM 10:05
[illegible] REGISTER
DAVIDSON COUNTY, TN.

0456767
IDENTIF. & REFERENCE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The Actual Consideration or Value, whichever is greater, for this transfer is $ 1,500,000.00

Dilaina D Davis

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF June 1998.

Leon Sharber

NOTARY PUBLIC

LEON SHARBER
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENNESSEE

MY COMMISSION EXPIRES: 2-27-01

KNOW ALL MEN BY THESE PRESENTS that LINEBERRY PROPERTIES, INC., a Tennessee Corporation, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, has bargained and sold and by these presents do hereby transfer and convey unto THE ARNOLD GROUP, INC., a Pennsylvania corporation, its successors and assigns, all their right, title and interest in and to the following parcel of real estate situated in Davidson County, Tennessee, and more particularly described as follows:

Being a tract of land lying in Davidson County, Tennessee known as City No. 176 Second Avenue, North, being part of lot No. 12 on the plan of the original Town of Nashville, not of record, described according to a survey by Anderson-Delk Associates dated October 24, 1980:

Beginning on the easterly margin of Second Avenue, North, formerly Market Street, at the southwest corner of the property conveyed to Grayson Corporation as of record in Book 2859, page 342, in the Register's Office for Davidson County, Tennessee, said point lying 116.7 feet more or less from the right of way intersection with Church Street; thence leaving said easterly margin North 63 degrees, 10 minutes, 50 seconds East a distance of 208.00 feet to a point on the most westerly margin of First Avenue, North; thence along said westerly margin South 27 degrees, 01 minutes, 10 seconds East a distance 33.00 feet to a point in the center of a party wall, the northeast corner of the property conveyed to R.C. Mathews Contractor Inc., as of record in Book 4930, page 137, in the Register's Office for Davidson County, Tennessee; thencce with the center of said wall Mathews northerly line South 63 degrees, 10 minutes, 50 seconds West a distance of 208.00 feet to a point on the easterly margin of Second Avenue, North; thence along said easterly margin North 27 degrees, 01 minutes, 10 seconds Wesst a distance of 33.00 feet to the point of beginning.

Being the same property conveyed to Lineberry Properties, Inc., by special warranty deed from Southern Farm Bureau Life Insurance Company dated as of November 15, 1995, of record in Deed Book 9860, Page 978, in the Register's Office for Davidson County, Tennessee.

This is improved property with a street address of 176 Second Avenue, North, Nashville, TN 37201.

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, his heirs and assigns, forever; and Grantor does covenant with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, except as otherwise herein set out; Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to said land to said Grantee,

his heirs and assigns, against the lawful claims of all persons whomsoever.

This conveyance is made SUBJECT TO all applicable restrictions, easements and building set back lines as are shown of record in the Register's Office for Davidson County, Tennessee.

This conveyance (and the term "Property") INCLUDES all hereditaments and appurtenances relating to the Property and all covenants and warranties running in favor of the Grantor relating to the Property.

This conveyance is made by the Grantor to the Grantee TO HAVE AND TO HOLD all of the estate, right, title and interest in and to the Property that belongs to the Grantor unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

And the Grantor, for itself, and for the Grantor's successors and assigns, that the Property is free and clear from all liens and encumbrances made or suffered by the Grantor except:

1. Taxes for the year 1998 and subsequent years;

2. Title to any portion of the Real Property lying within the bounds of any roads or highways;

3. All rental income and operating expenses, shall be prorated as of June 1, 1998;

4. Easement for party walls of record in Book 1944, page 248, in the Register;s Office for Davidson County, Tennessee, for the support of party walls, particularly along the south line of the Real Property;

5. Agreement of record in Book 1944, page 248, in the Register's Office for Davidson County, Tennessee, relative to the north boundary line of the Real Property and the use of certain fireproof vaults and the terms and conditions of said agreement, which vaults are located near the southeast corner of the Real Property;

6. Party Wall agreement between One Seventy-Four Associates, Ltd. and 176 Limited dated as of October 31, 1985, of record in Book 6727, page 669, in the Register's Office for Davidson County, Tennessee;

7. Tennessee Conservation Easement dated December 31, 1985, by and between 176 Second Avenue Limited and Historic Nashville, Inc. Of record in Book 6752, page 495, in the Register's Office for Davidson County, Tennessee;

8. Consent and Subordination from Nashville City Bank and Trust Co. Dated December 31, 1985, of record in Book 6756, page 660 in the Register's Office for Davidson County, Tennessee;

9. Consent and Subordination from Southern Farm Bureau Life Insurance Company Dated December 31, 1985, of record in Book 6756, page 676 in the Register's Office for Davidson County, Tennessee;

10. The rights of all tenants in possession of any portion of the Real Property.

Said property is conveyed subject to such limitations, restrictions, and encumbrances of record as may affect the premises.

Witness our hands this 24th day of June, 1998.

Lineberry Properties, Inc.
Dewey Lineberry, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Leon Sharber, a Notary Public in and for said County and State, the within named Dewey Lineberry as President of Lineberry Properties, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same in his capacity as President of Lineberry Properties, Inc.

LEON SHARBER
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENNESSEE

Notary Public
My Commission Expires: 2-27-01

WARRANTY DEED

From

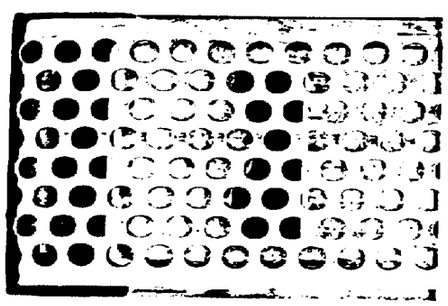
Lineberry Properties, Inc.

To

The Arnold Group, Inc.

This instrument prepared by:
D. Mark Lineberry
Attorney at Law
3735 N. Mt. Juliet Road
Suite 202
Mt. Juliet, TN 37122
(615)758-7222

7486 06/30 0101 03CHECK 5563.00



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

RECEIVED OF _____

FOR _____

BOOK 10998 PAGE 30

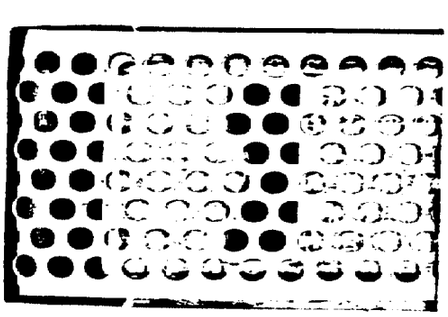
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	1500000.00
CON TX	5550.00
PRFEE	1.00
WDEED	12.00
TOTAL	5563.00
CHECK	5563.00

06/30/98 01 10:05 0001 7486

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0456767
IDENTIF. & REFERENCE

98 JUN 30 AM 10:05

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1313276