BOOK 11307 PAGE 542

Instrument Prepared By: Crowe-Proctor Corporation M+P
055-15-0-A 018.00

Address New Owner as Follows:
c/o Patrick O. Proctor
CPC-Wedgewood, L.P.
~~650 Wedgewood Avenue~~ 2411 Sterling Road
Nashville, Tennessee ~~37203~~ 37215

Send Tax Bills To: ~~Mortgagee~~ New Owner

QUITCLAIM DEED

FOR AND IN consideration of the sum of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, G. Nelson Crowe, II does hereby quitclaim and convey his interest unto CPC-Wedgewood, L.P., its successors and assigns (the "Grantee") the following described parcel of land in Davidson County, Tennessee:

See Exhibit "A" Attached

Being part of the same property conveyed to G. Nelson Crowe, II per the Warranty Deed attached. This document is prepared in accordance with the "Sale of Partnership Interest, CPC-Wedgewood, L.P." attached as Exhibit "B".

This quitclaim deed is to convey any and all interest which the Grantor has in and to the property. This improved property is known as 118 Spring Place Drive, Nashville, Tennessee, 37214.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 17th day of January, 1997.

By: _____
G. Nelson Crowe, II

05399733
IDENTIF. & REFERENCE
99 JAN 22 AM 10:03
HILL GAMBLE REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, G. Nelson Crowe, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 17th day of January, 1997

_____
Tandy Hall Enoch, Notary Public

My Commission Expires NOV. 27, 1999

NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ [illegible]

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF January 1999

Deputy Register

5923=01/22 0101 03CHECK 22.00

Exhibit A to Quit Claim Deed

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville TN 37219
Return to Box 50

BOOK 8751 PAGE 892

BOOK 11307 PAGE 543

ADDRESS NEW OWNER:
George Nelson Crowe,II and Patrick Owen Proctor
2000 Kingsburg Drive
Nashville, TN 37215

SEND TAX BILL:
To Mortgagee

MORTGAGEE:
Union Planters National Bank, a national banking association
401 Union Street
Nashville, Tn 37219

MAP AND PARCEL:
MAP
GROUP
PARCEL

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, Walter L. Timmons, Jr. and wife, Joanne L. Timmons, hereinafter called the Grantors, have bargained and sold, and by these presents do transfer and convey unto George Nelson Crowe,II and Patrick Owen Proctor hereinafter called the Grantee, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit No. 118 on the Plan of Spring Place Condominiums, as described and shown on site layout in Book 6780, page 289, attached to Master Deed for Spring Place Condominiums of record in Book 6780, page 229, and the By-Laws appended thereto of record in Book 6780, page 265, said Register's Office, and addendums thereto, to which reference is hereby made.

Being the same property conveyed to Walter L. Timmons, Jr. by deed from T & C Partnership of record in Book 7627, page 756, Register's Office for Davidson County, Tennessee.

Grantee hereby assumes and agrees to pay the balance of Fifty Five Thousand Six Hundred Seventy Nine and 95/100 ($55,679.95) which amount is the outstanding principal balance of an indebtedness owed to Union Planters National Bank, a national banking association, and which amount is secured by a Deed of Trust executed by Walter L. Timmons, Jr. and wife, Joanne L. Timmons to Vaden Lackey, Jr. Trustee of record in Book 7627, page 850, and re-recorded in Book 7650 page 1 Register's Office for Davidson County, Tennessee.

Grantors Escrow Account with Union Planters National Bank, a national banking association is hereby assigned and conveyed to Grantee.

This is improved property known as 118 Spring Place Drive, Nashville, TN 37203.

This conveyance is made subject to all restrictions, easements, zoning and planning ordinances, and governmental regulations that may affect the premises and the following exceptions.

1. 1992 property taxes which are not yet due and payable.
2. Master Deed establishing a Horizontal Property Regime of Spring Place Condominiums, of record in Book

6780, page 229.

3. By-Laws appended thereto of record in Book 6780, page 265, Addendum to Master Deed and By-Laws as of record in Book 7213, page 121, and in Book 7242, page 924, said Register's Office for 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 George Nelson Crowe,II and Patrick Owen Proctor , their heirs and assigns, forever; and Walter L. Timmons, Jr. and wife, Joanne L. Timmons, do covenant with the said Grantee 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, her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this the 30th day of September, 199.

53016

IDENTIFICATION REFERENCE

OCT 7 3 35 PM '92

WILLIA Z. WILSON II REGISTER DAVIDSON COUNTY, TN

Walter L. Timmons, Jr.

Joanne L. Timmons

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Walter L. Timmons, Jr. and wife, Joanne L. Timmons, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of September, 1992.

Notary Public

My Commission Expires: November 21, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $ 55,679.95.

AFFIANT

Subscribed and sworn to before me this 30th day of September, 1992.

NOTARY PUBLIC
My Commission Expires: November 21, 1992

8644 R:0007 01:01 03:CHECK 215.00

Exhibit "B" to Quit Claim Deed

SALE OF PARTNERSHIP INTEREST

CPC - Wedgewood, L. P.

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THIS SALE OF PARTNERSHIP INTEREST is made and entered into effective as of January 1, 1997, by and between G. Nelson Crowe, II ("Crowe"); Allyson H. Proctor ("A. Proctor"); Crowe - Proctor Corporation, a Tennessee corporation ("CPC"); and Patrick O. Proctor ("P. Proctor").

W I T N E S S E T H

WHEREAS, Crowe owns a 49.5% limited partnership interest in CPC -Wedgewood, L. P., a Tennessee limited partnership (hereinafter called the "Partnership"); and,

WHEREAS, Crowe desires to sell to A. Proctor and A. Proctor desires to acquire all of Crowe's right, title and interest in the Partnership (hereinafter called "Partnership Interest") of Crowe allocable to the Limited Partnership Interest subject to the terms and conditions of the Partnership Agreement attached hereto as Exhibit "A";

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto agree as follows:

1. Sale of Partnership Interest. In consideration of the sum of One Hundred and 00/100ths Dollars ($100.00), the receipt of which is hereby acknowledged, Crowe hereby sells and assigns all of his right, title, and interest in the Partnership to A. Proctor, and A. Proctor hereby acquires the Partnership Interest of Crowe. CPC, the general partner, and P. Proctor, a limited partner in the Partnership, enter into this agreement to acknowledge their consent of the sale and assignment of the Partnership Interest.
2. Liabilities. In connection with the acquisition of the Partnership Interest, Crowe is released from that portion of the liabilities, obligations and responsibilities, if any, of Crowe with regard to the Partnership and relating to the Partnership Interest. The Partnership hereby releases and discharges Crowe from any and all liabilities, if any, whether direct, indirect or contingent, which Crowe may now or hereinafter owe to the Partnership, including any loans made by or to the Partnership. A. Proctor agrees that the acquisition of the Partnership Interest is made on an "as is" basis, with no warranties or representations made as to any liabilities or claims against the Partnership.
3. Amendment of Partnership Agreement. It is agreed that this "Sale of Partnership Interest" shall serve as an amendment to the Agreement of Limited Partnership ("Agreement") of the Partnership (attached hereto as Exhibit "A"), as required pursuant to Paragraph 9.01(e) of the Agreement. In accordance with this paragraph: 1) Execution of this amendment shall serve as acceptance of the transfer by CPC; and , 2) A. Proctor shall pay a Ten And 00/100ths Dollar ($10) transfer fee to the Partnership.
4. Execution of Documents. Crowe agrees to execute such other instruments as the Managing General Partner may reasonably deem necessary or desirable in order to transfer all right, title, and interest in the assets of the Partnership which include without limitation: 1) Wedgewood Mini Warehouse located at 650 Wedgewood Ave., Nashville, Tennessee 37203; 2) Fairmont Square Condominium unit #107; and, 3) Spring Place Condominiums units #'s 102, 104,

109, 112, 113, and 118. It is further agreed and understood that one hundred percent (100%) of the ownership of these assets remain the property of the Partnership. This paragraph shall survive the closing of this Agreement.

5. Assumption of Loans. Crowe is personally indebted on certain loans related to Spring Place Condominiums more specifically described below:

Unit	Approximate Loan Balance12/31/96
104	$52,315
113	$55,163
118	$51,908

The Partnership agrees to make all payments required under such loan agreements in a timely manner, and hold harmless and Indemnify Crowe from any loss, costs, expense, or damage related to such loans.

IN WITNESS WHEREOF, this Sale of Partnership Interest is executed as of the day and year above written.

CROWE - PROCTOR CORPORATION

By: _____

Title: _____

_____
G. Nelson Crowe, II

_____
Allyson H. Proctor

_____
Patrick O. Proctor