Prepared by and mail to: A. Harrison Johnson, Jr.
Attorney at Law
213 Fifth Avenue, North
Nashville, TN 37219

WARRANTY DEED
AND
ASSIGNMENT OF LEASES

BOOK 11390 PG. 476

ADDRESS NEW OWNER(S) AS FOLLOWS: D B & B Investments (NAME)
P.O. Box 100 (STREET ADDRESS OR ROUTE NUMBER)
Whites Creek, Tennessee 37189 (CITY) (STATE) (ZIP)

SEND TAX BILLS TO: SAME (NAME)
(STREET ADDRESS)
(CITY) (STATE) (ZIP)

MAP-PARCEL NUMBERS Map 79 Par. 32

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 1,850,000.00.

Subscribed and sworn to before me, this the 17th day of March, 1999.

K L Dudney
Affiant

My Commission Expires: 3-28-02
(Affix Seal) Linda Hayes Barnes
Notary Public

(FOR REGISTER'S USE)

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS cash in hand paid, the receipt of which from the undersigned D B & B Investments, a Tennessee general partnership comprised only of Dorris E. Bennett, Kenneth L. Dudney and James G. Barrett, Jr. (the "Grantee" herein) is hereby acknowledged, and for the further consideration of the Grantee's assumption and agreement to pay and perform the Grantor's obligations under the BMA Loan Documents described below, the undersigned **ROBERT K. ZELLE** (the "Grantor" herein), has this day bargained and sold, and does hereby transfer and convey unto the said D B & B Investments, a Tennessee general partnership comprised only of Dorris E. Bennett, Kenneth L.

Dudney and James G. Barrett, Jr., and to its successors and assigns, all of his right, title and interest in and to the following real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 3, on the Map of D & E Subdivision, of record in Plat Book 4955, page 95, Register's Office for Davidson County, Tennessee, to which Plat reference is made for a more particular description.

Being the same property conveyed to Robert K. Zelle, by deed from N & W Properties, L.P., of record in Book 9096, page 156, Register's Office for Davidson County, Tennessee.

Said **land** is improved property, known as 7140 Cockrill Bend Boulevard, Nashville, TN 372__.

Further, this conveyance is subject to:

1. 1999 taxes, which have been prorated and assumed by Grantee.

2. Rights of Tenant in Possession under the Lease described on Exhibit A hereto.

3. All matters shown on that Survey of the Property, dated December 8, 1997, and last updated as of February 22, 1999, by Bruce Rainey, Surveyor Registration No. 823, and identified as Job No. 970241.

4. All matters shown on Plat of record in Book 4955, page 95, said Register's Office.

5. **BMA Loan Documents.** (i) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated January 28, 1998, granted by Original Borrower for the benefit of BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a Missouri corporation (the "Lender"), and recorded in Book 10774, at page 800, in the Register's Office for Davidson County, Tennessee (the "Mortgage"), and (ii) Assignment of Leases and Rents dated January 28, 1998 given by Grantor herein to Lender, and recorded in Book 10774, at page 907, in the Register's Office for Davidson County, Tennessee (the "Assignment of Rents").The Mortgage and the Promissory Note securing it have been amended by a certain Loan Assumption Agreement dated as of February 22, 1999, by and between Grantor, the Grantee and the Lender (the "Loan Assumption Agreement"), recorded simultaneously herewith. The Mortgage and the Promissory Note securing it, and

the Assignment of Rents, as amended by the Loan Assumption Agreement, are collectively referred to herein as the "BMA Loan Documents".

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said D B & B Investments, a Tennessee general partnership comprised only of Dorris E. Bennett, Kenneth L. Dudney and James G. Barrett, Jr., and its successors and assigns, forever.

And Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said real estate in fee simple; has a good right to convey it, and the same is unencumbered, except as set forth herein.

And Grantor does further covenant and bind himself, his administrators, heirs and assigns, to warrant and forever defend the title to the said real estate to the said Grantee, and its successors and assigns, against the lawful claims of all persons.

And the Grantor does hereby sell, assign and transfer all of his right, title and interest in and to the Lease (and the rents, income, charges, fees and all payments due the Grantor from Tenants thereunder) described on Exhibit A hereto (the "Lease" herein) unto the Grantee, its successors and assigns, free and clear of the claims and rights of any third parties. And the Grantor hereby makes the following REPRESENTATIONS AND WARRANTIES:

That Grantor has good title to the Lease hereby assigned and good right to assign the same, and that no other person, corporation or entity has any right, title or interest therein; that Grantor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Lease on Grantor's part to be kept, observed and performed; that to the best of Grantor's knowledge, Grantor is not in default under the Leases; that Grantor has not previously sold, assigned, transferred, mortgaged or pledged the Lease, whether now due or hereafter to become due; that any of the rents due for any period subsequent to March 31, 1999 have not been collected and that payment of any of the rents has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised; that Grantor has not received any funds or deposits from any Tenant thereunder in excess of one (1) month's rent for which credit has not already been made on account of accrued rents; and that to the best of Grantor's knowledge, the lessee under any existing Lease is not in default of any of the terms thereof. This Assignment shall run with the land and shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns.

And, the Grantee does hereby assume and agree to perform all the obligations of the Grantor under the said Lease as of the 17th day of March, 1999. And the Grantor does hereby indemnify and save the Grantee harmless for any obligations of Grantor under the Lease which may have accrued prior to the 17th day of March, 1999; And the Grantee does hereby indemnify and save the Grantor harmless for any obligations of Grantor under the Lease which may accrue on or after the 17th day of March, 1999;

The parties agree that the effective date of prorations of income and expenses shall be March 17, 1999.

This instrument may be executed in counterparts, and the preparer of this deed is authorized to insert the applicable signature pages and notary blocks as appropriate, with multiple signature pages and notary block pages hereto. 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.

Joinder of Spouse. Anne H. Zelle, wife of the Grantor, joins herein for the sole and express purpose of quitclaiming and releasing her right, title and interest in and to the above property unto the Grantee (and its successors and assigns), including, but not limited to her marital rights, her homestead rights (if any) and her spousal share rights therein. Except as expressly set forth, such spouse shall have no responsibilities or liabilities hereunder.

[Signature Pages and Notary Pages Follow]

GRANTOR:

Robert K. Zelle

GRANTOR'S SPOUSE:

Anne H. Zelle

GRANTEE:

D B & B Investments,
a Tennessee general partnership
comprised only of:

Dorris E. Bennett, Partner

Kenneth L. Dudney, Partner

James G. Barrett, Jr., Partner

GRANTOR:

Robert K. Zelle

GRANTOR'S SPOUSE:

Anne H. Zelle

GRANTEE:

D B & B Investments,
a Tennessee general partnership
comprised only of:

Dorris E. Bennett, Partner

Kenneth L. Dudney, Partner

James G. Barrett, Jr., Partner

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid personally appeared **Robert K. Zelle and wife, Anne H. Zelle**, with whom I am personally acquainted and who acknowledged upon oath that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Gulfstream, Florida, this 3 day of March, 1999.

[Affix Seal]

Notary Public
Name: June Gallinger Sager

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
JUNE GALLINGER SAGER
MY COMMISSION EXP - NOV 12,1999
COMMISSION NO CC 509442

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Dorris E. Bennett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Partner of D B & B Investments, the within named bargainor, a Tennessee general partnership, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by himself/herself as Partner for such general partnership.

Witness my hand and seal at Nashville, Tennessee, this the 15th day of March, 1999.

[Affix Seal]

Betty Davidson
Betty Davidson NOTARY PUBLIC

My Commission Expires: May 28, 2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kenneth L. Dudney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Partner of D B & B Investments, the within named bargainor, a Tennessee general partnership, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by himself/herself as Partner for such general partnership.

Witness my hand and seal at Nashville, Tennessee, this the 17th day of March, 1999.

[Affix Seal]

Linda Gayle Barnes
NOTARY PUBLIC

My Commission Expires: 3/23/02

BOOK 11390 PG. 484

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James G. Barrett, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a Partner of D B & B Investments, the within named bargainor, a Tennessee general partnership, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said general partnership by himself/herself as Partner for such general partnership.

Witness my hand and seal at Nashville, Tennessee, this the 15th day of March, 1999.

[Affix Seal]

Betty Davidson
NOTARY PUBLIC

My Commission Expires: May 28, 2000

MAIL ENV.

05623884

IDENTIF. → REFERENCE

99 MAR 18 PM 1:22

FILED & RECORDED
DAVIDSON COUNTY, TN.
REGISTER

BOOK 11390 PG. 485

Exhibit A to

WARRANTY DEED
AND
ASSIGNMENT OF LEASES

Lease dated July 16, 1998 by and between Robert K. Zelle, as Lessor, and Triangle Pacific Corp., as Lessee, affecting 31,250 square foot portion of a 93,750 square foot commercial building located at 7140 Cockrill Bend Boulevard, Nashville, Tennessee.

0466 03/18 0101 03CHECK 6888.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

BOOK 11390 PG. 486

0562884
IDENTIF. # REFERENCE

99MAR 18 PM 1:22

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	
	1850000.00
CON TX	6845.00
PRFEE	1.00
TDEED	40.00
ERR	CO
TDEED	40.00-
WDEED	40.00
CFEE	2.00
TOTAL	6888.00
CHECK	6888.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 0466

No. 1439578