804 488

BOOK 11464 PG. 817

This Instrument Prepared By:
Paula K. Van Slyke,Esq.
Suite 207, 4117 Hillsboro Rd.
Nashville, TN 37215

NEW OWNER:	SEND TAX BILL:	MAP-PARCEL NO.:
Northpoint Retail, L.L.C. 301 Clarendon Avenue Nashville, TN 37205	Same	Map: 60-8 Parcel: 19

WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Ewing Lane Partnership, a Tennessee general partnership, d/b/a North Pointe Plaza ("Grantor"), has bargained and sold and by these presents does transfer and convey to Northpoint Retail, L.L.C., a Tennessee limited liability company ("Grantee"), its successors and assigns, certain real estate (the "Property") in Davidson County, Tennessee, described as follows:

Being a parcel of land in Nashville, First Civil District, Councilmanic District, Davidson County, Tennessee, located on the easterly side of Dickerson Pike and the southerly side of Broadmoor Drive (formerly Ewing Lane), being Lot No. 1 on the plan of North Pointe Shopping Center of record in Book Plat 7900, Page 180, Register's Office for Davidson County, Tennessee and being more particularly described according to a survey made by William C. Watson, Tenn. Reg, No. 1487, Barge, Waggoner, Sumner and Cannon, 162 Third Ave. N., Nashville, TN 37201, dated July 19, 1989, reinspected and updated July 9, 1990, file No. 10783, as follows:

BEGINNING at a point in the southerly margin of Broadmoor Drive, said point being westerly 624 feet, more or less, from the centerline of Hillside Drive;

THENCE, leaving said margin with the southerly line of property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, by deed of record in Book 5184, Page 678, said Register's Office, S 84 deg. 49' 32" E, 318.80 feet to an iron pin;

THENCE, leaving said line S 05 deg. 40' 02" W, 299.58 feet to an iron pin;

THENCE, N 84 deg. 41' 14" W, 577.40 feet to a point in the easterly margin of Dickerson Pike;

THENCE, with said margin with a curve to the left 71.88 feet to a point, said curve having a central angle of 00 deg. 42' 50" E, a radius of 5,770.00 feet, a tangent of 35.94 feet and a chord of N 04 deg. 14' 20" E, 71.88 feet;

THENCE, continuing with said margin N 03 deg. 53' 00" E, 65.21 feet to a point;

THENCE, leaving said margin S 84 deg. 40' 16" E, 150.00 feet to a point;

THENCE, N 03 deg. 53' 17" E, 130.70 feet to a point in the southerly margin of Broadmoor Drive;

THENCE, with said margin with a curve to the left 120.96 feet to the point of beginning, said curve having an angle of 11 deg. 29' 39", a radius of 602.96 feet, a tangent of 60.68 feet and a chord of N 80 deg. 22' 36" E, 120.76 feet, containing 147,581 square feet or 3.39 acres, more or less.

Being the same property conveyed to Ewing Lane Partnership, a Tennessee general partnership composed of William J. Gregg, Sr., Robert A. McDowell, Jr. and C. LeRoy Norton, Jr., d/b/a North Pointe Plaza by Special Warranty Deed of record in Book 7625, Page 393, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns, forever.

The Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the said Property in fee simple; that Grantor has a good right to convey the Property; and that the Property is unencumbered, except as follows:

(1) Taxes for the year 1999, a lien but not yet due and payable.

(2) Such matters as are shown on the plat of record in Plat Book 7900, Page 180, Register's Office for Davidson County, Tennessee.

(3) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5559, Page 566, said Register's Office.

(4) Deed from Boyle Investment Company to E. Woods Weathersby, Trustee of record in Book 7625, Page 388, and the deed from E. Woods Weathersby, Trustee to Ewing Lane Partnership, d/b/a/ North Pointe Plaza of record in Book 7625, Page 393 contains a restriction that the property conveyed will not be used as a grocery store.

(5) Memorandum of Lease dated August 8, 1988 by and between Ewing Lane Partnership, a Tennessee general partnership and Walgreen Co., an Illinois corporation or record in Book 7625, Page 408, said Register's Office and in Book 7632, Page 329, said Register's Office.

(6) Those matters shown on the Survey of Barge, Waggoner, Sumner & Cannon by William C. Watson dated 7-19-89 reinspected and updated 7-9-90, file No. 10783.

(7) Sanitary Sewer Easement of record in Book 7824, Page 984, said Register's Office.

(8) Deed of Conveyance of record in Book 8127, Page 830, said Register's Office which contains an 8" sanitary sewer easement.

(9) Rights of tenants in possession as tenants only.

(10) Certified copy of Ordinance of Metro Council with respect to ingress and egress of record in Book 8113, Page 762, said Register's Office.

(11) Shopping Center Lease and Addendum by and between Ewing Lane Partnership and Adventist Health Systems/Sunbelt, Inc. d/b/a Tennessee Christian Medical Center, of record in Book 8130, Page 358, said Register's Office.

(12) Deed of Trust given to secure the principal sum of $2,000,000.00 executed by Ewing Lane Partnership, a Tennessee general partnership, to W. Alan Nichols as Trustee, for the benefit of Protective Life Insurance Company, an Alabama corporation, dated July 19, 1990, and recorded in Book 8166, Page 226, Register's Office for Davidson County, Tennessee, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein.

(13) Assignment of Rents and Leases executed by Ewing Lane Partnership, a Tennessee general partnership to Protective Life Insurance Company of record in Book 8166, Page 251, said Register's Office.

(14) UCC-1 Financing Statement filed as Number 796711, Tennessee Secretary of State.

This is improved property known as 3049 Dickerson Road, Nashville, Davidson County, Tennessee.

The Grantor further covenants to warrant and forever defend the title to the Property to the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 1st day of May, 1999.

EWING LANE PARTNERSHIP,
a Tennessee general
partnership, d/b/a/ North
Pointe Plaza

By: _____
C. LeRoy Norton, Jr.
General Partner

By: _____
William J. Gregg, Sr.
General Partner

By: PHOENIX PROPERTY MANAGEMENT
SERVICES, INC.
General Partner

By: James A. Freeman
James A. Freeman
President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, C. LeRoy Norton, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a General Partner of Ewing Lane Partnership, d/b/a North Pointe Plaza, the within named bargainor, a partnership, and who acknowledged that as such General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand, at office, this 30th day of April, 1999.

Paula K. Van Sluys
Notary Public

My Commission Expires: 1-26-02

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, William J. Gregg, Sr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a General Partner of Ewing Lane Partnership. d/b/a North Pointe Plaza, the within named bargainor, a partnership, and who acknowledged that as such General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as General Partner.

WITNESS my hand, at office, this 30th day of April, 1999.

Paula K. Van Sluys
Notary Public

My Commission Expires: 1-26-02

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, an official Notary Public of the said county and state, James A. Freeman, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the President of Phoenix Property Management Services, Inc., a corporation, a General Partner of Ewing Lane Partnership. d/b/a North Pointe Plaza, the within named bargainor, a partnership, and who acknowledged that as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by itself as General Partner.

WITNESS my hand, at office, this 30th day of April, 1999.

Paula K. Van Hoose
Notary Public

My Commission Expires: 1-26-02

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,100,000.00.

Affiant

Sworn to and subscribed before me this 3rd day of May, 1999.

Paula K. Van Hoose
Notary Public

My Commission Expires: 1-26-02

05831169
RECEIVED FOR REFERENCE
99 MAY -5 PM 2:43
REGISTER
DAVIDSON COUNTY, TN.
RECEIPT #
FEE $ 7.00
TAX $ 2,247.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

0583169

IDENTIFICATION REFERENCE

99 MAY -5 PM 2:44

REGISTER
DAVIDSON COUNTY, TN.

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

CAMT	
	2100000.00
CON TX	7770.00
PRFEE	1.00
UDEED	20.00
CFEE	2.00
TOTAL	7793.00
CHECK	7793.00

05/05/99 01 14:47 0001 2017

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1456697