BOOK 11485 PG. 833

99 MAY 19 PM 4:03
DAVIDSON COUNTY, TN.
REGISTER'S OFFICE

50A 05888909

IDENTIFICATION REFERENCE

This Instrument prepared by:
Stokes & Bartholomew, P.A.(FRH)
424 Church Street, Suite 2800
Nashville, Tennessee 37219

PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT
OF REAL PROPERTY
TAXES AND ADDRESS
PPG Architectural
Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272
Attention: Manager, Corporate Real Estate

ADDRESS OF NEW OWNER:
Frank-Nash Properties, LLC
621 Royal Oaks Place
Nashville, Tennessee 37205

MAP-PARCEL NUMBER:
161-200

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Union Planters Bank, N.A., (formerly known as Union Planters National Bank) Trustee, a national banking association having trust powers and with offices in Memphis, Tennessee, in its capacity as Trustee under that Trust Agreement dated December 17, 1985, and filed of record as Exhibit A to that certain deed of record in Deed Book 7095, page 896 in the Register's Office of Davidson County, Tennessee, for and in consideration of the sum of One Hundred ($100.00) Dollars, cash in hand paid, and other good and satisfactory consideration, receipt of all of which is hereby acknowledged, has this day bargained and sold, and does hereby alien, transfer, and convey unto **Frank-Nash Properties, LLC,** a Tennessee limited liability company (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, with an address of 15107 Old Hickory Boulevard, described as follows:

Property lying in formerly the 1st Civil District of Davidson County, Tennessee and bounded on the north by Brentwood East Drive (a non-exclusive ingress/egress easement); the east by property belonging to Richard Turner of record in Deed Book 6498, Page 173; on the south by property belonging to 220 Knolls Limited Partnership of record in Deed Book 8523, Page 83, and on the west by property of Nashville Furniture Company of record in Deed Book 7950, Page 235, all on file in the Register's office of Davidson County, Tennessee and more specifically described as follows:

Beginning at an iron pin on the south margin of a non-exclusive ingress/egress easement approximately 275' west of the west margin of Nolensville Pike and being the northeast corner of the herein described tract and the northwest corner of Turner; thence with Turner's west line S-20°58'00"-W,209.54' to an iron pin set in the Knolls LP north line at the northern margin of a 150' T.V.A. right-of-way, the southeast corner of the herein described tract and the southwest corner of Turner; thence with said right-of-way and the Knolls LP north line N-69° 02'00"-W, 100.00" to an iron pin set at the southwest corner of this tract and the southeast corner of the Nashville Furniture Company's lot; thence with said Furniture Co.'s lot N-20° 58'00"-E,214.50' to an iron pin set on the south margin of Brentwood East Drive; thence with said margin S-69° 02'00"-E,97.58' to a railroad spike set on the south margin Brentwood East Drive; thence S-04° 58'00"-W,5.52' to an iron pin, the point of beginning and containing 0.49 acres, (21,344.40 sq. ft.) more or less, according to a survey by Galyon W. Northcutt, TN RLS #1529.

Being the same property conveyed to Union Planters National Bank, as Trustee by deed recorded in Book 7095, page 896, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Union Planters National Bank, Trustee, in its capacity as Trustee under that Trust Agreement dated December 17, 1985 from United Southern Bank of Nashville (formerly known as United American Bank of Nashville) by deed of record in Deed Book 7095, page 896 in the Register's Office of Davidson County, Tennessee, and subject to the leasehold interest of Porter Paint Company, a Kentucky corporation, as evidenced by that memorandum of lease of record in Deed Book 5715, page 401, in said Register's Office, the rights of Lessor under which are hereby transferred.

The Beneficiary of the aforementioned Trust Agreement dated December 17, 1985 (attached as Exhibit A to the aforementioned deed of record in Deed Book 7095, page 896 in said Register's Office) hereby joins in this instrument to evidence its direction to the Grantor to make such transfer, in accordance with said Trust Agreement.

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

The Grantor covenants that it is lawfully seized and possessed of the above property; that it has full right to sell and convey the same as aforesaid; that said property is free of all liens and encumbrances with the exception of 1999 real property taxes for Davidson County, Tennessee, to which this conveyance is made subject. The conveyance is further subject to the following matters: (1) Matters shown on the Plan of record in Book 5200, Page 213, said Register's Office; (2) Easement for ingress and egress of record in Book 5515, page 652, said Register's Office; (3) Overhead Line

Easement of record in Book 6769, page 190, said Register's Office; (4) Lease dated December 1, 1980 to Porter Paint Company, a Kentucky corporation, a memorandum of which is of record in Book 5715, page 401, said Register's Office; and, (5) terms, conditions and provisions contained in the Deed of Record in Book 5515, page 652, said Register's Office. With such exceptions Grantor will forever warrant and defend the title to said property unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

This conveyance is made by National City Bank of Kentucky and Union Planters Bank, N.A. in their fiduciary capacity as aforesaid, and they shall not be liable individually for any breach or failure of any of the covenants, warranties and representations made herein, and the liability, if any, of National City Bank of Kentucky and Union Planters Bank, N.A., in their fiduciary capacity aforesaid, in the event of any such breach or failure, shall be limited to the value of the assets in their hands as such fiduciary on the date that they receive written notice thereof.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name by its authorized officer on this the 10 day of May, 1999.

GRANTOR: UNION PLANTERS BANK, N.A., Trustee

BY: Debris A Duncan

TITLE: Vice President

BENEFICIARY: NATIONAL CITY BANK OF KENTUCKY, Trustee

BY: J Breen Ballard

TITLE: Vice President

STATE OF TENNESSEE)
)§
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $225,000.00.

- CHIEF MANAGER

Affiant

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

Notary Public

My Commission Expires: 11-20-2000

NOTARY PUBLIC AT LARGE
STELLA M. McDANIEL
MAURY COUNTY, TENN.

My Commission Expires NOV. 20, 2000

STATE OF TENNESSEE)
)§
COUNTY OF Shelby)

Before me, Jennifer Maclin, a Notary Public of the State and County aforesaid, personally appeared Delories A. Duncan with whom I am personally acquainted and who, upon oath acknowledged her self to be Vice President of UNION PLANTERS BANK, N.A., the within named bargainor, a corporation, and that she as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by her self as Vice President.

Witness my hand and seal, at office in Shelby, Tennessee this 10th day of May, 1999.

Notary Public

My Commission Expires: 4-14-2001.

JENNIFER MACLIN
NOTARY PUBLIC AT LARGE
MY COMM. EXP. APRIL 14, 2001
SHELBY COUNTY, TENN.

STATE OF KENTUCKY)
)§
COUNTY OF JEFFERSON)

Before me, Linda A. King, a Notary Public of the State and County aforesaid, personally appeared G. Breaux Ballard III with whom I am personally acquainted and who, upon oath acknowledged him self to be a vice President of NATIONAL CITY BANK OF KENTUCKY, Trustee, the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Trustee.

Witness my hand and seal, at office in Louisville Ky this 7th day of May, 1999.

LINDA A. KING
NOTARY PUBLIC
STATE AT LARGE

Linda A. King
Notary Public

My Commission Expires: December 8, 2001.

55.50

97623.1

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11485 PG. 839

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

0588909

IDENTIF. & REFERENCE

99 MAY 19 PM 4:03

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

AMT
225000.00
CON TX 832.50
RFTEE 1.00
LOCFT 20.00
CFEE 2.00
TOTAL 855.50
CHECK 855.50
05/19/99 01 16:07 0001 B104

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1462716