This Instrument Prepared By:
D.W. McMACKIN
5200 MARYLAND WAY SUITE 105
BRENTWOOD, TN 37027

Map & Parcel: #93-2-3-145

Name/Address New Owner:
Robert R. Blagojevich and wife, Julie D. Blagojevich
Andrew D. Martin and wife, Kathleen C. Martin
2119 Ashwood Avenue
Nashville, TN 37212

Send Tax Statements To:
~~Same~~ Andrew D. Martin
2119 Ashwood Avenue
Nashville, TN 37212

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WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF Ten ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, including the assumption of the payment of the unpaid balance due and owing on that certain promissory note dated February 25, 1998, executed by 234 Fourth Avenue North, Inc., a Tennessee corporation, payable to the order of AmSouth Bank, a Tennessee banking corporation, in the original principal amount of $245,000.00, the payment of which is secured by a deed of trust, of record in Book 10810, page 52, Register's Office, Davidson County, Tennessee, the receipt and sufficiency of all of which is hereby acknowledged, 234 Fourth Avenue North, Inc., has bargained and sold and by these presents does transfer and convey unto Robert R. Blagojevich and wife, Julie D. Blagojevich, and Andrew D. Martin and wife, Kathleen C. Martin, their heirs and assigns forever, the following described property, to-wit:

Land in Davidson County, Tennessee, being part of Lot No. 52 on the original Plan of Nashville, Davidson County, Tennessee, not of record, described as follows:

Beginning on the easterly margin of Fourth Avenue North, formerly Cherry Street, at a point 77 feet 11-1/2 inches south of Union Street; thence southerly and along the eastern margin of said Fourth Avenue North, 21 feet 3 inches; thence in an easterly direction along the south wall of said building 48 feet, 8 1/2 inches to a dead line; thence northerly along a brick wall, the rear of said premises, 21 feet, 3 inches to a point; thence, along the inside wall enclosing the stairway on the adjoining building in a westerly direction 48 feet 8-1/2 inches to the point of beginning and being known as City No. 234 in Nashville, Tennessee, the south wall of said property adjoining the north wall of Jacob McGavock's lot.

Being the same property conveyed to 234 Fourth Avenue North, Inc., by deed from Third Federal, Inc., of record in Book 8621, page 831, Register's Office for Davidson County, Tennessee.

The legal description contained herein is identical to the legal description contained in the previous deed of record.

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TO HAVE AND TO HOLD said tract of land, together with all improvements thereon and all appurtenances thereunto belonging unto the said Grantees, their heirs and assigns forever.

AND GRANTOR DOES COVENANT with the said Grantees, their heirs and assigns, that it is lawfully seized and possessed of said property, that it has a good and lawful right to sell and convey same, and that it is free from any lien or encumbrance whatsoever with the following exceptions:

This conveyance is SUBJECT to that certain deed of trust executed by 234 Fourth Avenue North, Inc., a Tennessee corporation, to FMLS, Inc., Trustee, of record in Book 10810, page 52, Register's Office, Davidson County, Tennessee, dated February 25, 1998, to secure to AmSouth Bank an indebtedness in the original principal amount of $245,000.00, the payment of which is hereby assumed by Grantees; SUBJECT to Assignment of Leases, Rents and Income, of record in Book 10810, page 58, said Register's Office; SUBJECT to UCC-1 Financing Statement of record in Book 10810, page 62, said Register's Office; SUBJECT to a UCC-1 Financing Statement of record as Instrument No. 982-017833, Secretary of State of Tennessee; SUBJECT to rights or claims of parties in possession; SUBJECT to unrecorded easements, if any, on, above or below the surface, and any discrepancies or conflicts in boundary lines or shortage in areas or encroachments, which a correct survey or an inspection of the premises would disclose; SUBJECT to general or specific taxes and assessments required to be paid in the year 1999 and subsequent years, the payment of which has been prorated for 1999, and assumed by Grantees; SUBJECT to rights of tenants under unrecorded leases of the subject premises, including but not limited to the present lease to Travel, Inc., and BTL Corp., not of record; SUBJECT to Declaration of Reciprocal Easements of record in Book 6230, page 498, said Register's Office, including rights of first refusal, and SUBJECT to matters contained in a deed and quitclaim deed from American National Bank to United Realty Company, of record in Book 943, page 596, said Register's Office.

AND GRANTOR DOES FURTHER COVENANT and bind itself, its successors and assigns, to warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

IN TESTIMONY WHEREOF, Grantor has hereunto caused this instrument to be executed on this the **9th** day of **July, 1999.**

234 Fourth Avenue North, Inc.

BY: _____

Ben H. Willingham, Vice President

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CORPORATE)
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public of said State and County aforesaid, personally appeared Ben H. Willingham, III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of 234 Fourth Avenue North, Inc., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in McMACKIN, this the 9th day of July, 1999.

D.W. McMACKIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON My Commission Expires 7-27-2002

I, or we hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $452,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 9th day of July, 1999.

Notary Public

My Commission Expires _____

D.W. McMACKIN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires 7-27-2002

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

06124425

IDENTIFYING REFERENCE

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DAKT

	452000.00
CON TX	1672.40
PRFEE	1.00
WDEED	12.00
CFEE	2.00
TOTAL	1687.40
CHECK	1687.40

07/16/99 01 12:15 0001 3273

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1491598