NAME/ADDRESS OF OWNER:

176 2ND AVENUE NORTH, LLC
84 Peachtree Street, Suite 901
Atlanta, Georgia 30303

SEND TAX BILLS TO: (See OWNER)
84 Peachtree Street, Suite 901
Atlanta, Georgia 30303

THIS INSTRUMENT PREPARED BY:

SANDRA Y. TRAIL, ATTORNEY
107 North Maple Street
Murfreesboro, TN 37130

Map 93-2-4, Parcel 19

Davidson County DEEDWARR
Recvd: 08/02/01 08:02 3pgs
Fees:18.00 Taxes:3145.00

20010802-0081832

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the undersigned, THE ARNOLD GROUP, INC., a Pennsylvania corporation, does hereby transfer and convey unto 176 2ND AVENUE NORTH, LLC, a Georgia limited liability company, its heirs and assigns, forever, that certain tract of land located in the 05W-01010 Civil District of Davidson County, Tennessee, and being further described as follows, to-wit:

> Being a tract of land lying in Davidson County, Tennessee known as City No. 176 Second Avenue, North, being part of lot No. 12 on the plan of the original Town of Nashville, not of record, described according to a survey by Anderson-Delk Associates dated October 24, 1980:
>
> Beginning on the easterly margin of Second Avenue, North, formerly Market Street, at the southwest corner of the property conveyed to Grayson Corporation as of record in Book 2859, page 342, in the Register's Office for Davidson County, Tennessee, said point lying 116.7 feet more or less from the right of way intersection with Church Street; thence leaving said easterly margin North 63 degrees, 10 minutes, 50 seconds East a distance of 208.00 feet to a point on the most westerly margin of First Avenue, North; thence along said westerly margin South 27 degrees, 01 minutes, 10 seconds East a distance 33.00 feet to a point in the center of a party wall, the northeast corner of the property conveyed to R.C. Mathews Contractor, Inc., as of record in Book 4930, page 137, in the Register's Office for Davidson County, Tennessee; thence with the center of said wall Mathews northerly line South 63 degrees, 10 minutes, 50 seconds West a distance of 208.00 feet to a point on the easterly margin of Second Avenue, North; thence along said easterly margin North 27 degrees, 01 minutes, 10 seconds West a distance of 33.00 feet to the point of beginning.
>
> Being the same property conveyed to The Arnold Group, Inc., a Pennsylvania corporation by Warranty Deed from Lineberry Properties, Inc., a Tennessee Corporation, of record in Book 10998, page 27, in the Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to a) An Easement for party walls of record in Book 1944, page 248 in the Register's Office for Davidson County, Tennessee, for the support of party walls, particularly along the south line of the real property; b) Party Wall Agreement between 174 Associates, Ltd. and 176 Limited dated as of October 31, 1985, of record in Book 6727, page 669 in the Register's Office for Davidson County, Tennessee; c) Agreement between Nashville Trust Company, Trustee, and Mrs. Charles Nelson, parties of the first part, and Robert Orr, III, Bettie Orr Franklin, Evelyn Orr Morschheimer, W. F. Orr, Jr., Annie Howell Orr and The American National Bank and Trust Company, Executor of the Estate of Mary Orr Guild, parties of the second part, of record in Book 1944, page 248 in the Register's Office for Davidson County, Tennessee, relative to the north boundary line of the real property and the use of certain fireproof vaults and the terms and conditions of said agreement, which vaults are located near the southeast corner of the real property; d) Tennessee Conservation Easement dated December 31, 1985, by and between 176 Second Avenue Limited and Historic Nashville, Inc. of record in Book 6752, page 495 in the Register's Office for Davidson County, Tennessee; e) Amendment

Number One to Tennessee Conservation Easement dated July 14, 1983 by and between 176 Second Avenue Limited and Historic Nashville, Inc. of record in Book 6922, page 133 in the Register's Office for Davidson County, Tennessee; f) Consent and Subordination Agreement from Nashville City Bank and Trust Co., dated December 31, 1985 of record in Book 6756, page 660 in the Register's Office for Davidson County, Tennessee; and g) Consent and Subordination Agreement from Southern Farm Bureau Life Insurance Company dated December 31, 1985 of record in Book 6756, page 676 in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with all the appurtenances, estate, title and interest thereunto belonging unto the said Grantee, its heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said real estate, that it has a good right to convey the same and that it is unencumbered, except by lien of the 2001 Davidson County property taxes, which taxes will be prorated between the parties hereto, with the Grantor paying to the Grantee its proportionate share and the Grantee assuming and agreeing to pay the same in full when due.

The undersigned further covenants and binds itself, its successors and assigns, to forever warrant and defend the title to said real estate to the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

WITNESS ITS HAND, this the 31st day of July, 2001.

THE ARNOLD GROUP, INC.

Edward H Arnold

By: Edward H. Arnold, President

STATE OF Tennessee)

COUNTY OF Rutherford) ss:

Before me, the undersigned, of the state and county aforesaid, personally appeared EDWARD H. ARNOLD with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of The Arnold Group, Inc., a Pennsylvania Corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS MY HAND AND SEAL at office in Murfreesboro, Tennessee, this the 31st day of July, 2001.

NOTARY PUBLIC

My Commission Expires: 4-18-2005

STATE OF Tennessee)
ss:
COUNTY OF Rutherford)

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $850,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, this the 31st day of July, 2001.

NOTARY PUBLIC

My Commission Expires: 4-18-2005