This Instrument Was Prepared By:
Baker, Campbell & Parsons
Attorneys At Law
303 Church Street, Suite 300
Nashville, Tennessee 37201-1786

Davidson County DEEDWARR
Recvd: 12/07/01 15:24 5pgs
Fees:28.00 Taxes:928.70
20011207-0135264

Address New Owner And Send Tax Bills To:

Galbreath II, LP
c/o John Kimery
2305 Hobbs Road
Nashville, Tennessee 37215

PICK-UP

Map and Parcel Number(s):

093-02-3-A 003.00

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **STEPHEN W. LINEBERRY** hereinafter referred to as the "Grantor" or "it"), has bargained and sold, and by these presents does transfer and convey unto **GALBREATH II, LP**, a Tennessee limited partnership (hereinafter referred to as the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefitting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B which is attached hereto and made a part hereof by this reference.

The Grantor covenants that the Grantor is lawfully seized and possessed of the Property; that the Grantor has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances, except as herein set forth; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 7th day of December, 2001.

Stephen W. Lineberry

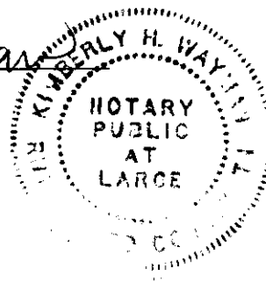
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $250,999.90.

Affiant

Subscribed and sworn to before me, this the 7th day of December, 2001.

Notary Public At Large

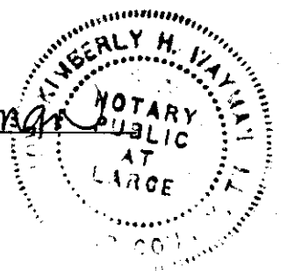


My Commission Expires: February 20, 2005

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named Stephen W. Lineberry, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, this 7th day of December, 2001.



Kimberly H. Wayman
Notary Public At Large

My Commission Expires: February 20, 2005

\\Ken\c\WPDAT-KLCKKH\PRO\Lineberry\Deed From Lineberry back to Galbreath.wpd

Exhibit A

Legal Description

Those certain premises comprising a portion of the Project known as 219 Market Street Building, as project having been established as a Horizontal Property Regime by Declaration dated April 1, 1979, and recorded in the Register's Office for Davidson County, Tennessee, at Book 5424, Page 27, said premises being more particularly described as follows:

Being Unit Space Labeled as Two (2) the same being the second story of said Project, as shown on the Plan of record in Book 5200, Page 153, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said units and easements through said units appurtenant to the common elements and other units, all as set forth in said Declaration, and the undivided twenty-five percent (25%) interest in each floor appurtenant to said units in all the common elements of said project, as described in said Declaration, including the building and land, together with all fixtures, now or hereinafter installed therein or appurtenant thereto, including, but without limiting the scope of the foregoing, all plumbing, heating and air conditioning equipment, appliances, gas and electric fixtures, carpets and linoleum which are or shall be attached permanently to the premises, all of which are and shall be deemed to be fixtures and a part of the realty; all other privileges and appurtenances thereto belonging; and all the rents, issues and profits which may arise or be had therefrom.

Being the same property conveyed to Stephen W. Lineberry by deed from Charles Galbreath, recorded as Instrument No. 20010126-0008146, Register's Office for Davidson County, Tennessee.

This is improved property known as 219 2nd Avenue North, Suite 200, Nashville, Tennessee 37201.

Exhibit B

Exceptions

(1) Taxes and assessments for the year 2001 and subsequent years.

(2) Restrictive covenants of record in Book 5424, Page 27, and Book 9596, Page 941, Register's Office for Davidson County, Tennessee.

(3) By-laws of record in Book 5424, Page 34, Register's Office for Davidson County, Tennessee.

(4) Subject to all matters as shown on the Plat recorded in Book 5200, Page 153, Register's Office for Davidson County, Tennessee.