BOX 10-A

SPECIAL **WARRANTY DEED**

Davidson County DEEDWARR
Recvd: 12/20/01 10:31 3pgs
Fees:18.00 Taxes:277.50

20011220-0140526

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 75,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF December, 2001

Notary Public

MY COMMISSION EXPIRES: July 27, 2002
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Premier Title & Escrow, LLC, 4301 Hillsboro Road, Suite 300, Nashville, Tennessee 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
8863, LLC	"New Owners"	MAP 82-015
(NAME)	(NAME)	
11655 Lebanon Road		PARCEL 133
(ADDRESS)	(ADDRESS)	
Cincinnati, OH 45241		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, H. G. Hill Realty Company

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO 8863, LLC

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

LAND in Davidson County, Tennessee, being Lot Nos. 90, 91, 92 and the southerly part of Lot No. 93 in subdivision of McGavock City Park Lot, a plan of which is of record in Book 57, Page 101, Register's Office for said County, described as follows: Beginning at a point at the northeast corner of McGavock Street and Second Avenue, North; running thence eastwardly with the northerly margin of McGavock Street 174.8 feet to the westerly margin of a 16 foot alley; thence, northwardly with the margin of said alley, 160.1 feet to a point 20 feet from the center line of the L & N Railroad; thence, westwardly parallel with and 20 feet from the center line 174.8 feet to the easterly margin of said Second Avenue, North, thence, southwardly, with the easterly margin of said avenue, 155.66 feet to the point of beginning.

Together with and also all right, title, claim and interest of H. G. Hill Realty Company, of whatsoever kind and nature in and to those portions of said Lot No. 93 or otherwise embraced in and covered by the rights of way of The Spur Track or Tracks of the Louisville & Nashville Railroad Company and the Tennessee Central Railroad Company, as described in the contract and attached Map executed by and between Louisville & Nashville Railroad Comany, Tennessee Central Railroad Company and Southland Mill and Elevator Company, dated May 18, 1922; and together with and also including full and joint rights with 8863, LLC, its assignee, its successors and assigns in and to said Spur Track, or

CONTINUED

unimproved ( )
This is improved (X) property, known as 1500 Second Avenue North, Nashville, TN 37208
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever* Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

* claiming by, through or under the grantor herein, but no further otherwise.

Witness our hand s this 19th day of December, 2001

H. G. Hill Realty Company
By: Wentworth Caldwell Jr.
Wentworth Caldwell, Jr., Chairman

Attest: Celeste Patterson
Celeste Patterson, Chief Financial Officer

STATE OF TENNESSEE
COUNTY OF

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

_____

_____

the bargainor _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that _____executed the within instrument for the purposes therein contained. Witness my hand and official seal at _____

_____, Tennessee, this _____ day of _____ .

Commission expires _____ _____

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Wentworth Caldwell, Jr. and Celeste Patterson with whom I am personally acquainted and who upon their oath(s) acknowledged themselves to be the Chairman and Chief Financial * respectively of the H. G. Hill Realty Company the within named bargainor, and corporation, and that they as such Chairman and Chief Financial Officer being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Wentworth Caldwell, Jr. as such Chairman, and attesting the same by the said Celeste Patterson as such Chief Finanical Officer.

Witness my hand and official seal at office at Nashville, Tennessee on this the 19th day of December 2001.

My commission expires July 27, 2002 W. S. McMurray

Notary Public

* Officer

LEGAL DESCRIPTION CONTINUATION

Tracks and to the use thereof, all as provided in said contract of May 18, 1922 but the 8863, LLC, its successors and assigns, shall be and are hereby relieved from contributing to or paying any part of the rent, charges, costs, or maintenance expense provided for in said contract, provided, however, that when as and if said 8863, LLC, its successors and assigns, or either of them, elects to and does commence to actually use said Spur Track, or Tracks, to serve the property or any part of the property hereinabove conveyed, said 8863, LLC, its successors and assigns, or either of them, shall thereupon become bound for its proportinate part of said rent, charges, costs and maintenance; thenceforth becoming due and payable; and H. G. Hill Realty Company, hereby binds itself, its successors and assigns to execute any all authorizations, agreements, contracts or other instruments required by said Railroads; their successors and assigns, in order to permit the exercise by 8863, LLC, its successors and assigns of all rights and interests hereby conveyed, transferred and assigned by H. G. Hill Realty Company.

Being the same property conveyed to H. G. Hill Realty Company, by deed from Southland Mill and Elevator Company, of record in Book 1149, page 448, Register's Office for Davidson County, Tennessee.

This conveyance is subject to (a) 2001 real property taxes which have been prorated and assumed by the grantee(s); (b) all matters appearing on the plan of record in Book 57, page 101, said Register's Office; (c) Charter of record in Instrument No.: 20011031-0118733, said Register's Office; (d) Use of railroad spur of record in Book 1149, Page 448, Register's Office for Davidson County, Tennessee.