This Instrument Prepared By:
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Baker, Donelson, Bearman & Caldwell, P.C.
Suite 1000, 211 Commerce Street
Nashville, Tennessee 37201

Davidson County DEEDWARR
Recvd: 10/21/02 10:23 4pgs
Fees:23.00 Taxes:10175.00
20021021-0128788

ADDRESS NEW OWNER
de Montbrun - Park Holdings, LLC
P. O. Box 867
Cookeville, Tennessee 38503

SEND TAX BILLS TO:
same

MAP PARCEL
93-6-2-100 and
93-6-2-100 CBID

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,750,000.00.

Affiant

Subscribed and sworn to before me this the 19th day of September, 2002.

Notary Public

My Commission Expires: 11/27/04

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged **Big River Properties, Inc.**, a Tennessee corporation, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **de Montbrun - Park Holdings, LLC**, a Tennessee limited liability company, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit "B**."

This is improved property known as 111 Broadway, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on **Exhibit B** and representations and limitations as expressly provided for hereby; and GRANTOR does further covenant and bind itself, its successors, assigns and representative, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise. 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.

WITNESS its hand this, the 17 day of September, 2002.

GRANTOR:

Big River Properties, Inc., a Tennessee corporation

By: _____
H. Allen Corey

Title: President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **H. Allen Corey**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledge himself to be President of Big River Properties, Inc., the within named bargainor, a Tennessee corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand and seal, at office, in Chattanooga, Tennessee, this the 17 day of September, 2002.

_____
Notary Public

My Commission Expires:

LAURA S. POWELL
COMMISSION EXPIRES
JULY 7, 2004

EXHIBIT "A"

Being a certain tract of land located at the southeast intersection of Broadway Street and Second Avenue South in the 19th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at the northwest corner of a 3 story brick building located on the herein described tract, said corner being at the east right-of-way of Second Avenue South and at the south right-of-way of Broadway Street; thence,

With the south right-of-way of Broadway Street along the face of the aforementioned building North 57 degrees 56 minutes 25 seconds East, passing the northeast corner of said building at 100.11 feet, in all 107.61 feet to a P.K. Nail (N), said P.K. Nail (N) located in the center of Alley No. 12 which was abandoned by Ordinance No.BL2000-252; thence,

Along the center of said abandoned Alley No. 12, South 31 degrees 45 minutes 38 seconds East 149.99 feet to a P.K. Nail (N) in the north margin of Alley No. 13; thence,

Along the north margin of Alley No. 13, South 57 degrees 54 minutes 37 seconds West, passing the southeast corner of the aforementioned building at 7.50 feet and along the face of said building, in all 107.58 feet to the southwest corner of said building located in the east right-of-way of Second Avenue South; thence,

With said right-of-way along the face of the aforementioned building North 31 degrees 46 minutes 14 seconds West 150.04 feet to the point of beginning, containing 16,141 square feet or 0.371 acres, more or less, as shown by survey made by David A. Johnson, Registered Land Surveyor No. 1352, Ragan-Smith Associates, 315 Woodland Street, Nashville, Tennessee 37206, dated October 7, 1997 and last revised September 6, 2002, bearing Job No. 97-121/7055.

BEING the same property conveyed to Big River Properties, Inc., by Deed of Record in Book 9434, page 230, Register's Office for Davidson County, Tennessee, and also being part of the same property vested in Big River Properties, Inc. pursuant to Metropolitan Council Bill No. BL2000-252 wherein alleyway was abandoned by Metro.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County Taxes for the year of 2002 and subsequent years which have been assumed by Grantee.

2. Easements to Metropolitan Government of Nashville and Davidson County retained in Metro Council Bill No. BL2000-252.

3. All matters as shown on survey made by David A. Johnson, Tennessee RLS No. 1352, Ragan-Smith Associates, dated October 7, 1997, last revised September 6, 2002, bearing Job No. 97-121/7055