PICK-UP

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: 04/14/03 15:05 4pgs
Fees:23.00 Taxes:6660.00
20030414-0049507

ADDRESS NEW OWNER
Hand Partnership, L.P.
c/o Ray Hand
310 Radford Place
Knoxville, Tennessee 37917

SEND TAX BILLS TO:
same

MAP PARCEL
93-6-4/24
93-6-4/25
93-6-4/29

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,800,000.00.

Affiant

Subscribed and sworn to before me this the 17th day of March, 2003.

Notary Public

My Commission Expires: 5/30/04

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, **Service Realty Company, Inc.**, a Tennessee corporation, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **Hand Partnership, L.P.**, a Tennessee limited partnership, 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 309 and 311 Broadway and 111 Third Avenue, South, 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 17th day of March, 2003.

GRANTOR:

Service Realty Company, Inc., a Tennessee corporation

By: _____
Raymond Zimmerman
Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Raymond Zimmerman, 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 Service Realty Company, 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 corporation by himself as President.

Witness my hand and seal, at office, in Nashville, Tennessee, this the 17th day of March, 2003.

_____
Notary Public

My Commission Expires:
5/30/04

N MBH 418129 v1
825882-00001 03/11/2003

EXHIBIT "A"

Land in Davidson County, Tennessee, and being more particularly described in two tracts as follows:

Tract One:

Land in Davidson County, Tennessee, being part of Lot No. 11 on the First Plan of Davidson Academy Lots, not of record, described as follows:

Beginning on the southerly margin of Broad Street, at a point 75 feet easterly from the northwest corner of said lot, William Litterer's N.E. corner; running thence with his easterly line southerly 139 feet and seven inches to the southwest corner of 34 feet and 7 inches of ground fronting on College Street, formerly owned by Robert Goodlett; running thence with the southerly line of said lot easterly 106 ½ feet, more or less, to the westerly margin of College Street; thence with the said margin northerly 34 feet and 7 inches, more or less, to T.G. Ryman's southeast corner; thence with his southerly line westerly 81 ½ feet, more or less, to the easterly line of a 25-foot lot formerly owned by Sullivan Cooley; thence with said line northerly 105 feet, more or less, to the southerly margin of Broad Street; thence with said margin westerly 25 feet to the beginning.

Tract Two:

Land in Davidson County, Tennessee, being parts of Lots Nos. 11 and 12 on the First Plan of Davidson Academy Lots, not of record, described as follows:

Beginning at a point on the southerly margin of Broad Street, 106.1 feet west of the westerly margin of Third Avenue, South; thence along said margin westerly 24.83 feet to a point; thence southerly 164.7 feet to a point; thence easterly 24.60 feet to a point; thence northerly 164.7 feet to the beginning.

Being the same property conveyed to Service Realty Company, Inc., a Tennessee corporation, by Warranty Deed of record in Book 3909, page 944, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Metropolitan Government and Davidson County taxes for the year 2003 and subsequent years, which have been assumed by Grantee.

2. Party wall(s) situated partly on subject property and partly on adjoining properties.

3. Rights of tenants in possession under unrecorded leases.

4. Restrictions as contained in Book 7423, page 374; Book 9208, page 613, as amended in Book 10512, page 464 and in Instrument No. 20020626-0076795.