WARRANTY DEED

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Address New Owner(s) As Follows: Send Tax Bills To: Map-Parcel Nos.

Third National Bank in Nashville, Trustee for CREEF Nashville Realty Trust
Nashville, Tennessee 37219

Crocker Real Estate Equity Fund
One Eleven Sutter St.
San Francisco, California 94104

Map 107-1
Par. 1

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned, Edward L. Bakewell, Jr., as to a 45% undivided interest, William H. Armstrong, Jr., as to a 45% undivided interest, Thomas J. Bannister, as to a 5% undivided interest, and Eva T. Lacefield, as to a 5% undivided interest, have bargained and sold, and by these presents do transfer and convey unto Third National Bank in Nashville, as Trustee for CREEF Nashville Realty Trust, established by Declaration of Trust dated August 31, 1978, the Grantee herein, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract of land in the 3rd Civil District of Davidson County, Tennessee, being Lot 44 on the Plan of Revision of Section 36 and Revision of Section 19, on the Plan of Metropolitan Industrial Park, of record in Plat Book 4955, page 366, Register's Office for Davidson County, Tennessee, described according to a survey of Barge, Waggoner, Sumner & Cannon, dated June 17, 1978, as follows:

Beginning at an iron pin in the southeast intersection of Elm Hill Pike and Massman Drive; thence along Elm Hill Pike, North 79° 00' East, 531.86 feet to an iron pin; thence leaving said pike, South 11° 00' East, 350.00 feet to an iron pin; thence South 79° 00' West, 50.00 feet to an iron pin; thence South 11° 00' East, 137.00 feet to a point; thence South 79° 00' West, 423.26 feet to a point in the easterly margin of Massman Drive; thence along said drive, North 17° 51' 37" West, 490.51 feet to an iron pin, the point of beginning, containing 5.46 acres, more or less.

Being the same property conveyed to the grantors herein named by Quitclaim Deed from Fortune-Nashville Company No. 2, a partnership, dated August __, 1978, of record in Book 5332, page 456, Register's Office for Davidson County, Tennessee.

Subject to the following:

(a) Easement for a sanitary sewer to City of Nashville from George Peabody College for Teachers, of record in Book 2906, page 189, said Register's Office.

(b) Easement for a sanitary sewer to City of Nashville from George Peabody College for Teachers, of record in Book 2906, page 235, said Register's Office.

(c) Easement for a sanitary sewer to City of Nashville from Ella Darden, of record in Book 2906, page 195, said Register's Office.

(d) A perpetual non-exclusive public access easement from Fortune-Nashville Company No. 2, a partnership, to Shoney's Big Boy Enterprises, Inc., of record in Book 5084, page 896, said Register's Office.

(e) Restrictions recorded in Book 4214, page 851, which were made applicable to subject property by an instrument of record in Book 4672, page 192, said Register's Office.

(f) The recorded plan shows an Owner's Certificate, a 50 foot setback line from Elm Hill Pike, a 15 foot setback line from Massman Drive, locates the sewer easements running generally northwest to southeast across said part of said lot, shown as items (a), (b) and (c) above, and shows an 8x10 foot box culvert running northwest to southeast generally along the south margin of said sewer easements, and shows a sewer easement along the north portion of the westerly line and across the northwest corner of said property.

This is improved property, known as Elm Hill Pike, Nashville, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. And we do covenant with the said Grantee 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 Grantee, its successors and assigns, against the lawful claims of all persons, whomseever.

Witness our hands this 31st day of August, 1978.

Edward L. Bakewell, Jr.

Jean H. Bakewell his wife

William H. Armstrong, Jr.

Eugenie L. Armstrong, his wife

Thomas J. Bannister

Eva T. Lacefield

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

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Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Edward L. Bakewell, Jr. and Jean H. Bakewell, his wife, William H. Armstrong, Jr. and Eugenie L. Armstrong, his wife, Thomas J. Bannister and Eva T. Lacefield, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at St. Louis County, Missouri, this 31st day of August, 1978.

John A. Blumenfeld
Notary Public

My commission expires: 12/12/78

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

The actual consideration for this transfer or value of property (whichever is greater) is $1,675,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Thomas J. Bannister

Subscribed and sworn to before me this 31st day of August, 1978.

John A. Blumenfeld
Notary Public

My commission expires: 12/12/78

This instrument was prepared by:
John A. Blumenfeld
Attorney at Law
130 So. Bemiston Avenue
Clayton, Missouri 63105
314/863-0800

E 8627 9

IDENTIF. REFERENCE

AUG 31 2 40 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG31'78 CONV * MD 1,675,000.00
AUG31'78 S'TAX B* 4,355.00
AUG31'78 PRFEE B* .50
AUG31'78 W'DEED B* 6.00 * 4,361.50