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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 750,000 .

Bob L. Robinson
AFFIANT

Subscribed and sworn to before me, this the 26 day of February, 1980.

NOTARY PUBLIC
My commission expires: 4-25-83

WARRANTY DEED

This instrument prepared by:
Thomas C. Scott, Attorney, 26th Floor, First American Center, Nashville, TN. 37238

(Address New Owner)	(Send Tax Bills To:)	(Map-Parcel Nos.)
Fritz Kopp-Z'Graggen,et ux	c/o Taylor, Schlater, Lassiter, Tidwell & Trentham 24th Floor L & C Tower Nashville, TN 37219 (SAME)	70-13 Par-154

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, RCM INTERESTS, INC., hereinafter referred to as the "Grantor", has bargained and sold, and by these presnets does transfer and convey unto FRITZ KOPP-Z'GRAGGEN and wife, THERES KOPP-Z'GRAGGEN, as tenants by the entirety, hereinafter referred to as the "Grantees", their heirs, representatives 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 No. 1 on the Plan of MetroCenter, Tract 37 of record in Plat Book 5190, Page 210, Register's Office for said County, to which plan reference is here made for a more complete description.

BEING the same property conveyed to RCM INTERESTS, INC., by quitclaim deed from R. C. MATHEWS CONTRACTOR, INC., of record in Book 5567 , Page 496 , Register's Office for Davidson County, Tennessee.

This Conveyance is Subject to the Following:

1. 1980 Taxes prorated and assumed by the Grantees.

2. Restrictive covenants contained in instrument of record in Book 5225, Page 112, Book 5225, Page 120, Book 4784, Page 659, Register's Office for Davidson County, Tennessee.

3. The northeast wall of the improvements lying on the above property is located on the northeast property line of the above lot. The Xerox Corporation leases space adjacent to said wall of the improvements and Grantor hereby reserves the right in the event Xerox desires to expand its premises and if at the time the Grantor is the owner or lessee of the real estate adjoining said northeast wall, Grantor

may use said wall as a party wall to be used in common with a building to be built on said adjoining real estate. Said wall may be penetrated for ingress and egress between the improvements conveyed hereunder and the new improvements to be constructed on the adjoining land. In any event, Grantor agrees that Grantor's construction of said building will not diminish the structural integrity of the improvements conveyed hereunder. Buyer agrees to share equally with the Grantor the maintenance and repair and replacement of the party wall. In the event such expansion occurs and said wall is utilized as a party wall, and additional improvements are built on the adjoining land as described above and leased to Xerox Corporation, Grantees, provided Grantor is the owner or lessee of said adjoining real estate, shall for the term of the Xerox Lease and any extension periods or renewals, have the first right of refusal to purchase said improvements and the land from Grantor. Grantor agrees to notify Grantees of any bona fide offer received by Grantor for such property and Grantees shall have thirty (30) days from the date Grantor mails such notice to Grantees at the address stated above in this Deed to exercise such right of first refusal. Grantor's notice shall be effective when deposited in the United States Mail. Grantees must deliver and Grantor must receive Grantees' notice of its election to exercise the right of first refusal upon the terms stated in such bona fide offer within the time allowed above. Grantees' notice must state that it is electing to purchase the property upon the terms stated in the bona fide offer to be closed not less than thirty (30) days after the time specified in the offer. If Grantees do not exercise such right of first refusal within the time allowed, Grantor may convey the property under the terms of said bona fide offer at any time within one hundred eighty (180) days thereafter. This restriction and agreement shall be binding on the heirs, representatives and assigns of the Grantees and all future owners of the real estate conveyed hereunder, but will expire when Xerox Corporation no longer leases any portion of the real estate conveyed hereby. Provided further, that Grantor's reserved rights as described above shall expire unless Grantor becomes the owner or lessee of said adjacent land and Grantor's tenant takes possession within five (5) years from the date of this Warranty Deed.

This is unimproved ( ) property, known as _____
improved ( )

_____.

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, representatives and assigns, forever; and the Grantor does covenant with the said Grantees that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantees, their heirs, representatives and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed as of the 25th day of February, 1980.

RCM INTERESTS, INC.

BY: _____
VICE-PRESIDENT

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Thomas C. Scott, a Notary Public, within and for the above State and County, personally appeared ARTHUR W. FIELDS, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice-President of RCM INTERESTS, INC. the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ARTHUR W. FIELDS as such Vice-President.

WITNESS my hand and official seal at office in Nashville, Tennessee, this the 25th day of February, 1980.

Thomas C. Scott
NOTARY PUBLIC

My commission expires: 8/9/80

F 77867 TNSH

IDENTIF. REFERENCE

FEB 26 9 11 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			750000.00- CO 1950.00 CO TX .50 PRFEE 9.00 WDEED CHECK 1959.50- 4455A02/26/80 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 77867

IDENTIF. REFERENCE T

FEB 26 9 11 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 743703