Feb 41

WARRANTY DEED

BOOK 6290 PAGE 807

FROM: Partnership Investments, Ltd., Grantor

TO: Secured Property Investors, Ltd., Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

Secured Property
Investors, Ltd.
Tower Place, Suite 1495
3340 Peachtree Rd., N.E.
Atlanta, Georgia 30236

Send Tax Bills To:

Secured Property
Investors, Ltd.
Tower Place, Suite 1495
3340 Peachtree Rd., N.E.
Atlanta, Georgia 30236

With a copy to:
The Benson Company, Inc.
365 Great Circle Road
Nashville, Tennessee 37228

Map-Parcel Numbers

7D-12-1

Field Book Numbers

8DA-15540

STATE OF ~~TENNESSEE~~ GEORGIA)
COUNTY OF ~~DAVIDSON~~ FULTON)

The actual consideration or value, whichever is greater, for this transfer is Three Million Fifty Five Thousand Dollars ($3,055,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 17th day of April, 19 84.

Notary Public

My Commission Expires: Notary Public, Georgia, State at Large My Commission Expires Nov. 27, 1987

FOR AND IN CONSIDERATION OF the sum of Three Million Fifty Five Thousand Dollars ($3,055,000.00), Partnership Investments, Ltd., a Georgia limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Secured Property Investors, Ltd., A Georgia limited partnership ("Grantee"), its heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

A parcel of land in the 8th Civil District, Nashville, Davidson County, Tennessee, being Lot No. 16-A on the Plan of MetroCenter, Tract 16A as of record in Book 4715, page 94, Register's Office for Davidson County, Tennessee, resubdividing part of Block "H", Section 1, Book 4675, page 48, and being more particularly described as follows:

BEGINNING at a concrete monument in the north margin of Great Circle Road, also the centerline of the extension of Athenian Boulevard; thence, leaving said Great Circle Road, North 12° 54' 41' East, passing a

concrete monument at 642.7 feet and a total distance of 772.21 feet to the low water line of the Cumberland River; thence, with said low water line, South 78° 58' 17' East 160.47 feet to a point; thence, South 74° 43' 17" East, 122.02 feet to a point; thence leaving said low water line, South 13° 06' 06" West, passing a concrete monument at 130.78 feet and a total distance of 772.48 feet to a concrete monument in the northerly margin of Great Circle Road; thence, along said road and a curve to the left having a central angle of 00° 11' 25", a radius of 5759.58 feet and a distance of 19.12 feet to a concrete monument; thence North 77° 05' 19" West 260.61 feet to a concrete monument, the point of beginning and containing 5.0 acres, more or less.

Being the same property conveyed to Partnership Investments, Ltd., by deed from The Benson Company of record in Book 6231, page 881, Register's Office for Davidson County, Tennessee.

Together with all rents, issues and profits thereof, and all easements, or appurtenances, hereditaments and rights appurtenant thereto or otherwise arising in connection therewith; and all improvements, including without limitation, all buildings, structures, parking areas, drives, walkways, common facilities and other permanent improvements located on the above described real estate including, without limitation, heating facilities, air conditioning facilities, lighting and electrical systems, storm and sanitary sewage facilities, air ventilation facilities, other supply systems, security and alarm systems; and all appurtenances related to or utilized in connection with said property, including, but not limited to, all landscaping, trees, grass, shrubbery, and other outdoor plantings.

This conveyance is made subject to the following: (1) the lien for 1984 taxes; (2) flowage easement of record in Book 2290, page 256, Register's Office for Davidson County, Tennessee; (3) title to that portion of the land within the bounds of the high and low water mark of the Cumberland River; (4) easement for maintenance of river front and levy; (5) a 60-foot wide easement for drainage canal; (6) all matters shown on the recorded plan of record in Book 4715, page 94, Register's Office for Davidson County, Tennessee; (7) restrictions of record in Book 4793, page 166, said Register's Office, made applicable to subject property by document of record in Book 4809, page 977, said Register's Office; (8) Colonial Pipeline easement shown on the survey of Barge, Waggoner, Sumner & Cannon dated December 17, 1976 and updated December 8, 1983, fifteen (15) feet in width and running generally east and west across the northerly portion of the land; (9) Tennessee Deed of Trust, Assignment of Rents and Security Agreement in favor of Bank South, N.A. of record in Book 6231, page 885, said Register's Office; (10) UCC Financing Statement in favor of Bank South of record in Book 6231, page 900, said Register's Office; and (11) Memorandum of Master Lease Agreement between Partnership Investments, Ltd. and The Benson Company of record in Book 6231, page 903, said Register's Office.

This is improved property, known as 365 Great Circle Road, Nashville, Tennessee 37228.

By acceptance of this Deed, Grantee assumes and agrees to pay the indebtedness secured by the aforementioned Deed of Trust, Assignment of Rents and Security Agreement.

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 heirs, successors, and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters stated above to which this conveyance is made subject.

And Grantor does further covenant and bind Grantor, its heirs, successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, its heirs, successors, and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 17th day of April, 1984.

PARTNERSHIP INVESTMENTS, LTD.

By: N. Edward Briesemeister
General Partner

STATE OF GEORGIA)
COUNTY OF FULTON)

Before me, Ursula D. Donovan, a Notary Public of the State and County aforesaid, personally appeared N.Edward Briesemeister with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be general partner in PARTNERSHIP INVESTMENTS, LTD., the within named bargainor, a Georgia limited partnership, and that N.Edward Briesemeister as such general partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by him self as general partner.

Witness my hand and seal, at Office in Atlanta, GA, this 17th day of April, 1984.

NOTARY PUBLIC STATE OF GEORGIA AT LARGE URSULA D. DONOVAN

Ursula D. Donovan
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Nov. 27, 1987

My Commission Expires:

I 2 1 7 3 4

IDENTIFICATION

MAY 11 2 01 PM '84

FELICIA [illegible] REGISTER
DAVIDSON COUNTY, TN

WHW/4-11-84

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6290 PAGE 810

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
	CO	3,055,000.00	7945.00 CSTAX .50 PRFEE 5.00 RDEED CHECK 7952.50-	

6079A05/11/84 DAL .01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

121734

IDENTIF. REFERENCE

MAY 11 2 01 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 35613