New owner:
Canter Chase Associates, L.P.
c/o Schwartz & Freeman
401 N. Michigan, Suite 3400
Chicago, Illinois 60611

Send Tax bills to:
Same

Map 135
Par. 367
2M-0078

BOOK 6566 PAGE 260

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DAVIDSON §

That KENNETH R. LOKEY, individually and as Trustee, of Harris County, Texas (herein called "Grantor"), for value paid and agreed to be paid as hereinafter stated by CANTER CHASE ASSOCIATES, an Illinois limited partnership (herein called "Grantee") has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain real property (the "Subject Property") in its present condition, situated in Davidson County, Tennessee, which property is specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all appurtenances and improvements thereunto belonging or appertaining to said real property.

This conveyance is expressly made subject to all validly existing restrictions, liens, encumbrances, covenants, conditions, rights-of-way, easements, mineral reservations and royalty reservations, of record, if any, affecting the Subject Property.

This conveyance is expressly made subordinate and subject to that certain Deed of Trust and Security Agreement dated June 21, 1984 executed by Kenneth R. Lokey, individually and in his capacity as Trustee, to Tom G. Coleman, Jr., Trustee, which Deed of Trust and Security Agreement is recorded in Book 6321, Page 890 of the Register's Office for Davidson County,

This instrument was prepared by:
Kyle Lippman
Wood & Lippman
Republic Bank Center, Suite 4601
700 Louisiana
Houston, Texas 77002

After recording return to:
Stephen E. Goodman
Schwartz & Freeman
401 N. Michigan, Suite 3400
Chicago, Illinois 60611

1732

Tennessee, given to secure the payment of that certain promissory note dated June 21, 1984 in the original principal sum of Five Million Five Hundred Five Thousand and No/100 Dollars ($5,505,000.00), executed by Kenneth R. Lokey and payable to the order of Peoples Financial Mortgage Corporation, a Texas corporation, which promissory note is further secured by the following instruments: Collateral Assignment of Notes, Commitment and Other Collateral dated June 21, 1984, by and among Kenneth R. Lokey, the First National Bank of Chicago, and the Peoples Financial Mortgage Corporation, recorded in Book 6324, Page 121 of the Register's Office for Davidson County, Tennessee; Assignment of Rents and Leases dated June 21, 1984, executed by Kenneth R. Lokey to Peoples Financial Mortgage Corporation, recorded in Book 6321, Page 931 of the Register's Office for Davidson County, Tennessee; Financing Statement dated June 21, 1984, executed by Kenneth R. Lokey, as Debtor, in favor of Peoples Financial Mortgage Corporation, as Secured Party, recorded in Book 6321, Page 928 of the Register's Office for Davidson County, Tennessee. Said promissory note, together with all liens securing the payment thereof, having been assigned from Peoples Financial Mortgage Corporation to Peoples Heritage Federal Savings and Loan Association by Assignment of Note and Lien and Assumption Agreement dated June 21, 1984 and recorded in Book 6321, Page 937 of the Register's Office for Davidson County, Tennessee.

The consideration for this deed and conveyance has been paid by Grantee to Grantor and has been agreed to be paid by Grantee as follows:

(1) The sum of Ten Dollars ($10.00) and other good and valuable consideration has this day been paid in cash to Grantor by Grantee, the receipt of which is hereby acknowledged and confessed; and,

(2) The remaining portion of the consideration for this deed, the amount of $5,843,000.00, has been agreed to

be paid to Grantor by Grantee and is evidenced by that certain Purchase Money All-Inclusive Note ("Note") dated May 1, 1985, executed by Grantee, payable to the order of Grantor, in the original principal amount of Five Million Eight Hundred Forty-Three Thousand and No/100 Dollars ($5,843,000.00), bearing interest at the rate specified therein and being payable in installments as therein provided, with the last such installment becoming due and payable on May 1, 1988; the Note containing the usual provisions for acceleration of maturity and payment of attorney's fees upon contingencies stated therein.

The Note is further and additionally secured by an All-Inclusive Purchase Money Deed of Trust of even date herewith executed by Grantee to Tom G. Coleman, Jr., Trustee, covering and describing the Subject Property and other properties as more fully set forth in such instrument.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind himself, his heirs, successors and legal representatives to warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the liens securing the payment of the Note and to the other matters set forth herein.

EXECUTED this 30th day of April, 1985, but to be effective for all purposes as of May 1, 1985.

KENNETH R. LOKEY, individually

and in his capacity as Trustee

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

Personally appeared before me, Carla J. Weekley a Notary Public in and for said County and State, the within named Kenneth R. Lokey, individually and in his capacity as Trustee, the Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and in the capacity therein stated.

Witness my hand and official seal at Houston, Texas this 30th day of April, 1985.

NOTARY PUBLIC STATE OF TEXAS

Carla J. Weekley
Notary Public State of Texas

My commission expires: 9/2/87

JA:SWD

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,943,000.00. (See attached marked Exhibit "B")

Affiant

Subscribed and sworn to before me this 28th day of May, 1985.

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Notary Public

My Commission expires: April 19, 1987

Exhibit "A"

Being a tract of land in the Second Civil District of Nashville, Davidson County, Tennessee located on the Southwest side of Murfreesboro Road approximately 2255 feet Northwest of the centerline of Franklin Limestone Road and also being shown as Lot Number One on the Canter Chase Apartments Subdivision Plat as of record in Plat Book 6250, Page 12, R.O.D.C. and being more particularly described as follows:

Beginning at a concrete monument located in the East margin of the extension of Harding Place; said point being located S 35° 48' 30" W, 440.00 feet more or less from the centerline of Murfressboro Road;

Thence, leaving said East margin S 54° 11' 30" E, 520.78 feet to a point in the West boundary of Reserve Parcel 350 as shown on the plat of Canter Chase Apartments as of record in Plat Book 6250, Page 12, R.O.D.C.;

Thence with said Reserve Parcel S 05° 07' 31" W, 51.08 feet to a point in the North boundary of Una Baptist Church as of record in Deed Book 5086, Page 31, R.O.D.C.;

Thence, leaving said Reserve Parcel 350 and with the Una Baptist Church North boundary, N 85° 22' 28" W, 55.42 feet to a point;

Thence, S 05° 07' 31" W, 572.80 feet to a point being a common corner with the James Lewis Huggins property as of record in Deed Book 2752, Page 211, R.O.D.C.;

Thence, leaving the Una Baptist Church property and with Huggins boundary, S.50° 05' 40" W, 275.67 feet to a point;

Thence, N 79° 53' 10" W, 305.66 feet to a point;

Thence, S 23° 28' 00" W, 315.00 feet to a point in the North boundary of the Howard T. Cherry property as of record in Deed Book 1142, Page 408, R.O.D.C.;

Thence, leaving the Huggins property and with Cherry's North boundary, N 86° 24' 27" W, 851.60 feet to a point;

Thence, N 10° 35' 36" E, 48.03 feet to a point in the East margin of Harding Place extension;

Thence, with said East margin, N 58° 56' 29" E, 48.38 feet to a point, said point being the beginning of a curve to the left;

Thence, with said curve, having a central angle of 23° 08', a radius of 2566.48 feet, a chord distance of 1029.20 feet, a chord bearing of N 47° 22' 29" E, and a curve distance of 1036.22 feet to a point;

Thence N 35° 48' 30" E, 263.68 feet to a point in the South boundary line of the Herman Campbell property as of record in Deed Book 1442, Page 320, R.O.D.C.;

Thence, leaving said East margin and with the Campbell boundary, S 85° 36' 15" E, 56.86 feet to a point;

Thence, N 03° 52' 18" E, 91.75 feet to a point in the East margin of said extension;

Thence, leaving Campbell's property with said East margin, N 35° 48' 30" E, 259.23 feet to the point of beginning;

Containing 21.58 acres, more or less.

IDENTIF. REFERENCE
MAY 20 | 16 PM '05
FELIX E. WILSON REGISTER
DAVIDSON COUNTY, TN
J 0 7 9 2 5

BK 6321

BOOK 6566 PAGE 265

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6321 PAGE 994

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		PROB -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		$943,000.00	CON.	
			1565.80	CSTAX
			.50	STATE
			1564.30	MISC.
				3130.60
			72a7A06/2C/54 TAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 3 0 9 5 2

IDENTIF. REFERENCE.

JUN 22 12 57 PM 1984

FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 0046462

EXHIBIT "B"

Inability to Write, Issue or Printing in This
Document Legible When Received.