This Instrument Prepared by:

O'Hare, Sherrard & Roe
Fourth Floor, St. Cloud Corner
500 Church Street
Nashville, TN 37219

BOOK 6735 PAGE 155

SPECIAL WARRANTY DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Tennessee Trust Company, Trustee 2517 Lebanon Road Nashville, Tennessee 37214	Same	96-13-187

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Carroll/LNDC #1, a joint venture composed of Point Place Associates, a Tennessee general partnership composed of Jerry L. Carroll, John W. Eakin and Thomas S. Smith, and Lincoln National Realty Corporation, the successor in interest to Lincoln National Development Corporation, an Indiana corporation, hereinafter referred to as the Grantor, has bargained and sold, and does hereby transfer and convey unto Tennessee Trust Company, Trustee, hereinafter, whether one or more, jointly and severally referred to as the Grantee, and to the said Grantee's (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee, and being Lot No. 1 on the plan of Point Place Business Park, of record in Book 5200, page 481, Register's Office for Davidson County, Tennessee, and also being shown on a boundary survey by Ragan-Smith-Murphy & Associates, Inc. dated December 13, 1982 and revised January 28, 1983, and being more particularly described as follows:

Beginning at an existing iron pin on the easterly right-of-way line of Donelson Pike, as widened, at the southwesterly corner of Lot No. 1, Hailey Tract Subdivision as of record in Book 4350, page 157, Register's Office of Davidson County, Tennessee and being the northwesterly corner of the herein described tract; thence,

1. With the southerly line of Lot No. 1, Hailey Tract S 84° 10' 30" E, passing an existing iron pin at 349.00 feet (the southeasterly corner of the Hailey Tract), a total of 540.68 feet to an iron pin set; thence,

2. S 5° 49' 30" W 581.65 feet to an iron pin set at the northeasterly corner of Parcel (188) on Tax Map 96-13 and being owned by Frank K. Bellar as of record in Deed Book 5658, page 557, Register's Office of Davidson County, Tennessee; thence,

3. With the northerly line of Bellar and with the north line of Lot No. 1, Donelson Square as of record in Book 4955, page 80, Register's Office of Davidson County, Tennessee N 85° 30' 38" W 300.00 feet to an iron pin set at the northwesterly corner of Lot No. 1, Donelson Square and being in the easterly line of George P. Morris

Property as of record in Deed Book 1962, page 402, Register's Office of Davidson County, Tennessee; thence.

4. With the easterly line of Morris, N 4° 29' 22" E 9.11 feet to an iron pin set, Morris' northeasterly corner; thence,

5. With the north line of Morris, N 85° 30' 38" W 75.00 feet to an iron pin set at the northwesterly corner of Morris and being in the easterly line of Tenneco Site No. 1 as of record in Book 4350, page 111, Register's Office of Davidson County, Tennessee; thence,

6. With the easterly line of Tenneco Site No. 1, N 4° 29' 22" E 10.00 feet to an iron pin set at the northerly corner at Tenneco Site No. 1; thence,

7. With the northerly line of Tenneco Site No. 1, N 84° 44' 47" W 3.90 feet to an iron pin set at the southeasterly corner of Lot No. 2, Donelson Square as of record in Book 4955, page 80, Register's Office of Davidson County, Tennessee; thence,

8. With the easterly line of Lot No. 2, Donelson Square, N 00° 45' 56" E 106.55 feet to an iron pin set at the northeasterly corner of Lot No. 2, Donelson Square; thence,

9. With the northerly line of Lot No. 2, N 85° 50' 45" W 20.00 feet to the southeasterly corner of Loretta Lynn's Western Stores, Inc. as of record in Deed Book 4380, page 273, Register's Office of Davidson County, Tennessee; thence,

10. With the easterly line of Loretta Lynn's Western Stores, Inc., N 5° 45' 32" E 64.51 feet to an iron pin set at the southeasterly corner of a tract of land conveyed to Loretta Lynn's Western Stores, Inc. by deed recorded in Book 5085, page 70, Register's Office of Davidson County, Tennessee; thence,

11. With the easterly line of said tract, N 7° 55' 06" E 30.00 feet to an iron pin set thence,

12. With the northerly line of Loretta Lynn's Western Stores, Inc., N 82° 44' 42" W 200.00 feet to an iron pin set on the easterly right-of-way line of Donelson Pike, as widened; thence,

13. With the easterly right-of-way of Donelson Pike, as widened, with a curve to the right (radius 1,392.40') northerly a distance of 343.23 feet to an iron pin set at the end of said curve. Said curve having a chord bearing and distance of N 15° 35' 50.5" E 342.363 feet; thence,

14. Continuing with the easterly right-of-way line of Donelson Pike, N 22° 39' 33" E 30.19 feet to the point of beginning and containing 299,824 square feet or 6.883 acres.

Being the same property conveyed to Carroll/LNDC #1, a Joint Venture composed of Point Place Associates, a Tennessee general partnership, and Lincoln National Development Corporation, an Indiana corporation,

by deed from Malco, Inc. of record in Book 6007, page 314, Register's Office for Davidson County, Tennessee.

Together with easements for ingress and egress of vehicular and pedestrian traffic, an easement for walking upon and driving and parking vehicles upon, over and across all sidewalks, entrances, driveways and lanes and parkings areas on Lot 2, for the purpose of drainage of surface water from Lot 1 over and on Lot 2, and for the purpose of maintaining, installing and repairing underground facilities serving Lot 1 contained in the Declaration of Reciprocal Easements and Restrictive Covenants of record at Book 5998, page 424, said Register's Office.

Together with the right to park vehicles on an adjacent .719 acres as described in Memorandum of Lease of even date herewith.

This is improved property known as 441 Donelson Pike, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said Grantee, and to the said Grantee's (successors), heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as stated on Exhibit "A" attached hereto and incorporated herein by this reference. Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to the said Grantee and to the said Grantee's (successors), heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

Witness our hands this 12th day of December, 1985.

CARROLL/LNDC #1, a Joint Venture

By: Point Place Associates, Joint Venturer

By: Jerry L Carroll by Thos Smith atty-in-fact
Jerry L. Carroll, Partner

By: John W Eakin by Thos Smith atty-in-fact
John W. Eakin, Partner

By: Thomas S Smith
Thomas S. Smith, Partner

LINCOLN NATIONAL REALTY
CORPORATION, Joint Venturer

By: _____

Title: Max A. Roesler
Vice P[illegible]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

by Thomas S. Smith, attorney-in-fact,

Before me, Herbert Marshall Greene, a Notary Public of the State and County aforesaid, personally appeared Jerry L. Carroll, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of Point Place Associates, a joint venturer of Carroll/LNDC #1, a Joint Venture, the within named bargainor, and that he as such partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of December, 1985.

Herbert Marshall Greene
Notary Public

My Commission Expires:
July 25, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

by Thomas S. Smith, attorney-in-fact,

Before me, Herbert Marshall Greene, a Notary Public of the State and County aforesaid, personally appeared John W. Eakin, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of Point Place Associates, a joint venturer of Carroll/LNDC #1, a Joint Venture, the within named bargainor, and that he as such partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of December, 1985.

Herbert Marshall Greene
Notary Public

My Commission Expires:
July 25, 1989

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 6735 PAGE 159

Before me, Herbert Marshall Greene, a Notary Public of the State and County aforesaid, personally appeared Thomas S. Smith, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of Point Place Associates, a joint venturer of Carroll/LNDC #1, a Joint Venture, the within named bargainor, and that he as such partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of December, 1985.

Herbert Marshall Greene
Notary Public

My Commission Expires:
July 25, 1989

STATE OF INDIANA)
)
COUNTY OF ALLEN)

Before me, Julie A. Romine, a Notary Public in and for the County and State aforesaid, personally appeared Max A. Roesler with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (himself/herself) to be Vice-President and Treasurer Lincoln National Realty Corporation, a joint venturer of Carroll/LNDC #1, a Joint Venture, the within named bargainor, a corporation, and that (he/she) as such Vice-President & Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by (himself/herself) as Vice-President and Treasurer.

Witness my hand and seal, at office in Fort Wayne IN this 12th day of December, 1985.

Julie A. Romine
Notary Public

JULIE A. ROMINE
Notary Public
Resident of Allen County, Indiana
My Commission Expires February 15, 1986

My Commission Expires:

_____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 6735 PAGE 160

The actual consideration or value whichever is greater, for this transfer is $7,147,482.00.

John W. Coleman
Affiant

Subscribed and sworn to before me, this the 12th day of December, 1985.

Hubert Marshall Greene
Notary Public

My Commission Expires:
July 25, 1989

EXHIBIT A

Permitted Title Exceptions

BOOK 6735 PAGE 161

1. 1985 Map and Parcel No. 96-13-187, Field Book No. 302-57422 $55,881.95 plus a supplemental assessment of $1,156.40; a lien not yet due and payable.

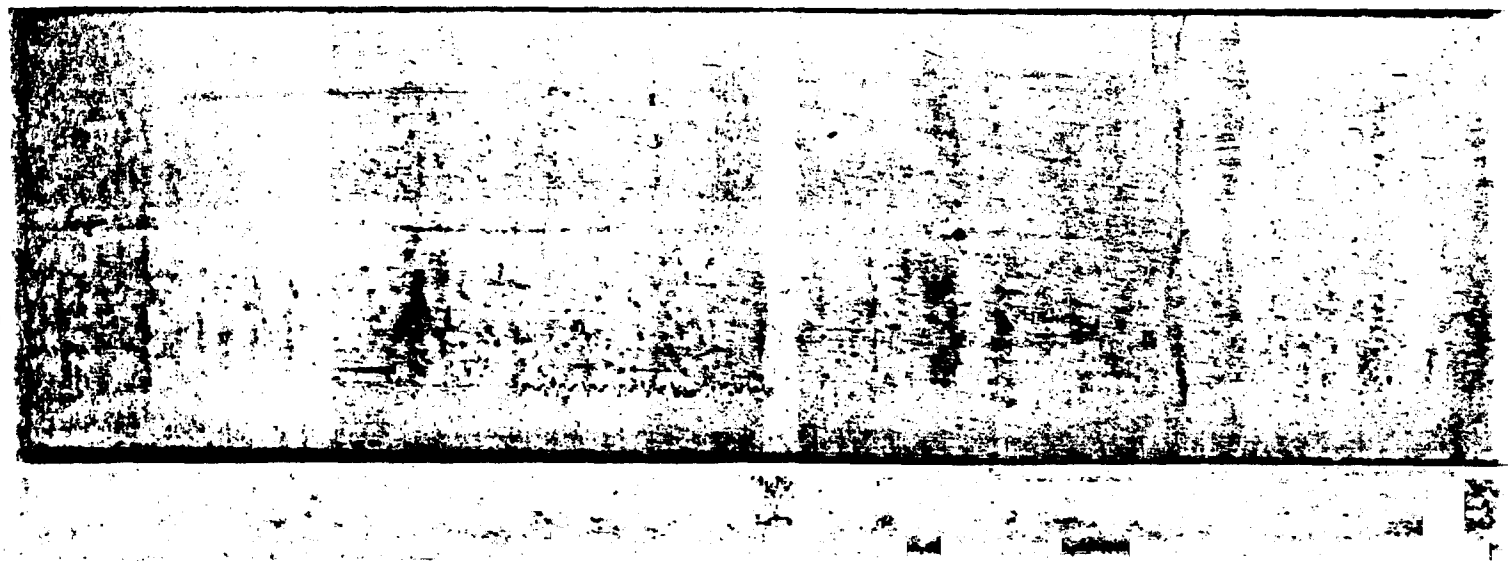
2. Deed of Trust and Security Agreement from Carroll/LNDC #1, a Joint Venture, to Third National Bank in Nashville, Trustee, to secure to The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County one note in the principal amount of $5,000,000 of record in Book 6007, page 319, Register's Office for Davidson County as subsequently assigned to Third National Bank in Nashville, as Trustee, by Assignment of Deed of Trust and Security Agreement of record in Book 6007, page 386, said Register's Office, and as modified by Modification of Deed of Trust and Collateral Assignment by and among Carroll/LNDC #1, Tennessee Trust Company, Trustee for Point Place Partners, a Joint Venture, Third National Bank in Nashville, Trustee and The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County of even date herewith to be recorded in said Register's Office on or about the date hereof.

3. Trust Indenture between The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County and Third National Bank in Nashville, as Trustee, of record in Book 6007, page 342, said Register's Office.

4. Assignment of Landlord's Interest in Leases as Collateral Security from Carroll/LNDC #1, a Joint Venture, to Third National Bank in Nashville, as Trustee, of record in Book 6007, page 391, said Register's Office, and as modified by Modification of Deed of Trust and Collateral Assignment by and among Carroll/LNDC #1, Tennessee Trust Company, Trustee for Point Place Partners, a Joint Venture, Third National Bank in Nashville, Trustee and The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County of even date herewith to be recorded in said Register's Office on or about the date hereof.

5. Financing Statement from Carroll/LNDC #1, a Joint Venture, as debtor, to The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County, as secured party, of record as File No. H31279 and File No. C66388 and in Book 6007, page 337, said Register's Office and File No. 076746 in the Office of the Secretary of State of Tennessee and subsequently assigned to Third National Bank in Nashville, Trustee, as of record as File No. H31282 and File No. C66389 and in Book 6007, page 390, said Register's Office and File No. 074748 in the Office of the Secretary of State of Tennessee, as amended by UCC Financing Statement Form UCC-3 of even date herewith to be recorded in Said Register's Office and in the Office of the Secretary of State of Tennessee.

6. Second Mortgage and Security Agreement from Carroll/LNDC #1, a Joint Venture, to John K. Waggoner, Trustee to secure to Lincoln National Corporation all sums payable by Carroll/LNDC #1, a Joint Venture, to Lincoln National Development Corporation pursuant to a Guaranty Agreement dated as of January 1, 1983 by and among Carroll/LNDC #1, a Joint Venture, Lincoln National Development Corporation, The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County and Third National Bank in Nashville, as Trustee of



record in Book 6007, page 400, said Register's Office, as amended by First Amendment to and Assumption of Second Mortgage and Security Agreement by and among Tennessee Trust Company, Trustee for Point Place Partners and John K. Waggoner, Trustee, of even date herewith to be recorded in said Register's Office.

7. Financing Statement from Carroll/LNDC #1, a Joint Venture, as debtor, to Lincoln National Corporation, as secured party, of record as File No. H31285 and File No. C66390 and in Book 6007, page 419, said Register's Office and File No. 074751 in the Office of the Secretary of State of Tennessee, as amended by UCC Financing Statement Form UCC-3 of even date herewith to be recorded in said Register's Office and in the Office of the Secretary of State of Tennessee.

8. Easement for sanitary sewer and/or storm drainage, of record in Book 5078, page 386, Register's Office for Davidson County, Tennessee.

9. Water line easement of record in Book 1760, page 419, said Register's Office.

10. Restrictive Covenants contained in an instrument of record in Book 4343, page 982, said Register's Office.

11. Plan of Subdivision of record at Book 5200, page 481, said Register's Office, shows an Owner's Certificate; a sixty foot minimum setback line from Donelson Pike; two fifteen foot drainage easements along the southern boundary line; a fifteen foot minimum setback line along the southern boundary line abutting Parcels 162 and 180, Map 96-13; a sixty foot minimum setback line along the southern boundary line abutting parcels 168, 181, 183 and 188, Map 96-113; and a fifteen foot minimum setback line along the northern boundary line abutting Parcel 166, Map 96-13, and access to Donelson Pike restricted to one point.

12. Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 5998, page 424, said Register's Office.

13. Storm Water Detention Agreement of record at Book 6145, page 242, said Register's Office.

14. Short Form Lease by and between Carroll/LNDC #1, a Joint Venture, as Lessor and ITT Educational Services, Inc. as Lessee, of record at Book 6387, page 648, said Register's Office.

15. Non-Disturbance Agreement by and between between ITT Educational Services, Inc., Third National Bank in Nashville, as Trustee, and Lincoln National Corporation, of record at Book 6387, page 653, said Register's Office.

16. Memorandum of Lease by and between Point Place II, Ltd. as Lessor and Carroll/LNDC #1 as Lessee of record at Book 6735, page 148, said Register's Office.

17. The easements contained in the Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 5998, page 424, said Register's Office, are subject to the following:

    (a) Taxes.
    1985 Map and Parcel No. 96-13-187, Field Book No. 302-57422 $55,881.95 plus a supplemental assessment of $1,156.40; a lien not yet due and payable.

(b) Water line easement of record in Book 1760, page 419, said Register's Office.

(c) Restrictive Covenants contained in an instrument of record in Book 4343, page 982, said Register's Office.

(d) Plan of subdivision of record at Book 5200, page 481, said Register's Office, shows an Owner's Certificate, a fifteen foot minimum setback line along the western boundary line abutting Parcel 166, Map 96-13; a sixty foot minimum setback line along the northern and eastern boundary lines and along the western boundary line abutting Parcel 188, Map 96-13, a fifteen foot minimum setback line from Allen Road; a ten foot public utilities and drainage easement along the northern and eastern boundary lines; and access to Allen Road restricted to one point.

(e) Deed of Trust and Security Agreement from Carroll/LNCD #1, a Joint Venture, to Third National Bank in Nashville, Trustee, to secure to The Industrial Development Board The Metropolitan Government of Nashville and Davidson County one note in the principal amount of $5,000,000 of record in Book 6007, page 319, Register's Office for Davidson County and subsequently assigned to Third National Bank in Nashville, as Trustee, by Assignment of Deed of Trust and Security Agreement of record in Book 6007, page 386, said Register's Office, and as modified by Modification of Deed of Trust and Collateral Assignment by and among Carroll/LNDC #1, Tennessee Trust Company, Trustee for Point Place Partners, a Joint Venture, Third National Bank in Nashville, Trustee and The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County of even date herewith to be recorded in said Register's Office on or about the date hereof.

(f) Trust Indenture between The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County and Third National Bank in Nashville, as Trustee, of record in Book 6007, page 342, said Register's Office.

(g) Assignment of Landlord's Interest in Leases as Collateral Security from Carroll/LNDC #1, a Joint Venture, to Third National Bank in Nashville, as Trustee, of record in Book 6007, page 391, said Register's Office, and as modified by Modification of Deed of Trust and Collateral Assignment by and among Carroll/LNDC #1, Tennessee Trust Company, Trustee for Point Place Partners, a Joint Venture, Third National Bank in Nashville, Trustee and The Industrial Development Board of The Metropolitan Government of Nashville Davidson County of even date herewith to be recorded in said Register's Office on or about the date hereof.

(h) Financing Statement from Carroll/LNDC #1, a Joint Venture, as debtor, to The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County, as secured party, of record as File No. H31279 and File No. C66388 and in Book 6007, page 337, said Register's Office and File No. 076746 in the Office of the Secretary of State of Tennessee and subsequently assigned to Third National Bank in Nashville, Trustee, as of record as File No. H31282 and File No. C66389 and in Book 6007, page 390, said Register's Office and File No. 074748 in the Office of the Secretary of State of Tennessee, as amended by UCC Financing Statement Form UCC-3 of even date herewith to be recorded in Said Register's Office and in the Office of the Secretary of State of Tennessee.

OFFICIAL RECEIPT

(i) Second Mortgage and Security Agreement from Carroll/LNDC #1, a Joint Venture, to John K. Waggoner, Trustee to secure to Lincoln National Corporation all sums payable by Carroll/LNDC #1, a Joint Venture, to Lincoln National Development Corporation pursuant to a Guaranty Agreement dated as of January 1, 1983 by and among Carroll/LNDC #1, a Joint Venture, Lincoln National Development Corporation, The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County and Third National Bank in Nashville, as Trustee of record in Book 6007, page 400, said Register's Office, as amended by First Amendment to and Assumption of Second Mortgage and Security Agreement by and among Tennessee Trust Company, Trustee for Point Place Partners and John K. Waggoner, Trustee, of even date herewith to be recorded in said Register's Office.

(j) Financing Statement from Carroll/LNDC #1, a Joint Venture, as debtor, to Lincoln National Corporation, as secured party, of record as File No. H31285 and File No. C66390 and in Book 6007, page 419, said Register's Office and File No. 074751 in the Office of the Secretary of State of Tennessee, as amended by UCC Financing Statement Form UCC-3 of even date herewith to be recorded in Said Register's Office and in the Office of the Secretary of State of Tennessee.

(k) Storm Water Detention Agreement of record at Book 6145, page 242, said Register's Office.

(l) Short Form Lease by and between Carroll/LNDC #1, a Joint Venture, as Lessor and ITT Educational Services, Inc. as Lessee, of record at Book 6387, page 648, said Register's Office.

(m) Non-Disturbance Agreement between ITT Educational Services, Inc., Third National Bank in Nashville, as Trustee, and Lincoln National Corporation, of record at Book 6387, page 653, said Register's Office.

(n) Memorandum of Lease by and between Point Place II, Ltd. as Lessor and Carroll/LNDC #1 as Lessee of record at Book 6735, page 148, said Register's Office.

RECEIVED
DEC 13 11 39 AM '85
TENNESSEE REGISTER
6 1 0 1 9

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6735 PAGE 165

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

CO 7,143,482.00

16533.50 CSTAX
.50 [illegible]
30.50 [illegible]
CHECK 13614.00-
G294A 12/13/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

61044

IDENTIFICATION REFERENCE

DEC 13 11 39 AM '85

FELIX Z. WILSON, II
CLERK

No. 201271