60741

WARRANTY DEED

BOOK 6960 PAGE 91

FROM: MBR ASSOCIATES, LTD., Grantor

TO: LOMAS & NETTLETON INSTITUTIONAL MORTGAGE FUND, LTD., Grantee

This instrument was prepared by:
William B. Drescher
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

2001 Bryan Tower
Suite 3600
Dallas, TX 75201

Send Tax Bills To: Same

Map-Parcel Numbers

95-7-14-1

Field Book Numbers

3DZ-6980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Five Hundred Ninety Thousand Dollars ($1,590,000.00).

Paul D. Reis
Affiant

SUBSCRIBED AND SWORN TO before me, this the 25th day of August, 1986.

Notary Public

My Commission Expires: 10-19-86

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, MBR Associates, Ltd., Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Lomas & Nettleton Institutional Mortgage Fund, Ltd., Grantee, its heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being a 5.85-acre parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located east of Briley Parkway and west of Atrium Way and being a part of Reflections Executive Office Park, a subdivision of the City of Nashville of record in Book 6250, page 602 of the Register's Office of Davidson County, Tennessee, and also being a part of the property conveyed to M.B.R. Associates, as of record in Book 6545, page 300, R.O.D.C., Tennessee, and being more particularly described as follows:

BEGINNING at a point in the westerly margin of Atrium Way 3,310 feet, more or less, from Elm Hill Pike, being the northeasterly corner of the property known as The Atrium, Phase Two, Part One, as of record in Book 6250, page 82, R.O.D.C., Tennessee;

THENCE, leaving the westerly margin of Atrium Way, N. 76° 00' 00" W 419.17 feet to a point in the easterly margin of Briley Parkway;

THENCE, along said margin wtih a curve to the right, having a central angle of 09° 17' 50", a radius of 2,765.88 feet and a distance of 448.81 feet to a point;

THENCE N 32° 46' 28" E 193.74 feet, continuing along the easterly margin of Briley Parkway, to a point;

THENCE N 32° 31' 04" E, 103.60 feet along said margin to a point;

THENCE, leaving Briley Parkway, S 84° 59' 51" E 197.11 feet to a point in the westerly margin of a cul-de-sac on Atrium Way;

THENCE, along said margin with a curve to the left, having a central angle of 51° 02' 44", a radius of 50.00 feet and a distance of 44.55 feet to a point;

THENCE with a curve to the right, having a central angle of 36° 52' 06", a radius of 50 feet and a distance of 32.17 feet to a point;

THENCE, continuing with the westerly margin of Atrium Way, with a curve to the right, having a central angle of 16° 31' 41", a radius of 2,370.00 feet and a distance of 683.68 feet, to the point of beginning;

CONTAINING 254,760 square feet, or 5.85 acres, more or less.

Being that same property conveyed to M.B.R. Associates, Ltd., by deed from Miller G. Kimbrough, Jr., Trustee, of record in Book 6545, page 300, R.O.D.C.

This is improved property, known as 2451 and 2455 Atrium Way.

This conveyance is expressly made subject to the following:

1. The lien for 1986 taxes which have been prorated and will be paid by Grantee.

2. Declaration of Covenants, Conditions and Restrictions of record in Book 6306, page 80, and By-Laws of The Atrium Property Owners Association of record in Book 6306, page 108, Register's Office for Davidson County, Tennessee. Said Declaration was amended by instrument of record in Book 6363, page 442, Register's Office for Davidson County, Tennessee.

3. The plan of record in Book 6250, page 602, said Register's Office, shows and

owners certificate, a 20 foot minimum building setback line from Atrium Way, a 10 foot public utilities easement along Atrium Way, and a 5 foot drainage easement along the southerly and westerly lines of said parcel, and certain notes to which references is hereby made.

4. Restrictive covenants contained in instrument of record in Book 6551, page 669, Register's Office for said County.

5. Easement for TVA transmission power line of record in Book 1181, page 555, said Register's Office which location thereof is shown on the recorded plan of record in Book 6250, page 602, said Register's Office.

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.

Notwithstanding anything to the contrary herein contained, fee title to the Improvements shall remain in and be reserved to Grantor for so long as there remains in force and effect a lease (the "Ground Lease") between Grantee, as Lessor, and Grantor, as Lessee, leasing the land back to Grantor for a term of twenty-five (25) years. Upon the termination of the Ground Lease, whether by passage of time or otherwise the conveyance of the Improvements to Grantee pursuant to this Deed shall be effective and fee title to the improvements shall immediately pass to and vest in Grantee without the execution of any additional documents by Grantor.

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 set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors, and assigns, 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 whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness our hands this 25th day of August, 1986.

MBR ASSOCIATES, LTD. a Tennessee limited partnership

By: McCalla Properties, Inc., sole general partner

By: Paul N Russ

Title: Vice Pres

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Peter H. Currey, a Notary Public of said County and State, personally appeared Paul N. Russ, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of McCalla Properties, Inc., the sole general partner of MBR ASSOCIATES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner of McCalla Properties, Inc., the general partner.

Witness my hand and seal, at Office in Nashville, this 25th day of August, 1986.

Peter H. Currey
Notary Public

My Commission Expires: 10-19-86

PETER H. CURREY NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

DUPLICATE CONTRACT
Tax paid on this
In the amount of 4134.00
on Instrument # 31354
recorded In Davidson
County Registers Office
Date 8-26-86
B. Edwards Dep. Reg.

2711W/8-25-86

-4-

08/20 330.50- CHECK

C134

IDENTIFICATION REFERENCE

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
AUG 26 4 33 PM '86

3 5 5 3 6

BOX. 41 This instrument Prepared b

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

RECEIVED OF Jent - 4134.00 - 31354

FOR add Jent for rate Increase

BOOK 6960 PAGE 95

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	1.590.000.00	318.00 CSTAX .50 PRFEE 12.00 WDEED CHECK 330.50 46[illegible]08/26/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35536

IDENTIFICATION REFERENCE

AUG 26 4 33 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 287587