D+E B&L
KAB

KAB727-10/16/86

BOOK 7027 PAGE 521

FROM: Washington Manufacturing Company
TO: Brandon Building Associates Limited Partnership

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

Address New Owner as follows:
Brandon Building Associates
Limited Partnership
c/o McNeil & Associates, Inc.
420 Providence Highway
Westwood, Massachusetts 02090

Address of Mortgagee:
The First National
Bank of Boston
100 Federal Street
Boston, Massachusetts 02110

Map-Parcel No.
093-02-4-003
093-02-3-156

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,600,000.00.

R. Stuart Corbett
Affiant

Subscribed and sworn to before me, this the 17th day of October, 1986.

K. N. Barnes
Notary Public

My Comm. Expires: 4-17-88

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Washington Manufacturing Company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto Brandon Building Associates Limited Partnership, a Massachusetts limited partnership, herein called "GRANTEE", its successors and assigns, certain tracts of land in Davidson County, State of Tennessee, described as follows, to wit:

TRACT I:

A tract of land located in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee. Bounded on the north by the centerline of Brandon Street, on the east by First Avenue North, on the south by Comer Realty Company and on the west by Second Avenue North and being more particularly described as follows:

Beginning at a point located in the easterly right-of-way margin of Second Avenue North, where said right-of-way margin intersects the centerline of the right-of-way of Brandon Street; Thence following the centerline of Brandon Street North 62°-55'-00" East a distance of 210.42 feet to a point located in the westerly margin of First Avenue North; Thence, following the westerly margin of First Avenue North, South 27°-02'-00" East a distance of 166.19 feet to a point; thence, leaving the aforementioned right-of-way margin and following a common wall between two buildings South 63°-00'-37" West a distance of 210.71 feet to a P&K nail located in the easterly right-of-way margin of Second Avenue North; Thence, following the easterly right-of-way margin of Second Avenue North, North 26°-56'-00" West a distance of 165.85 feet to the point of beginning, containing 34,957.4 square feet or 0.80 acre, more or less.

Being property conveyed to Industrial Realty Co., Inc. by deed of record in Book 3499, page 419, Register's Office for Davidson County, Tennessee, the said Industrial Realty Co., Inc. having merged into Phillips & Buttorff Corporation, a Tennessee corporation, by instrument of record in Book 4583, page 546, said Register's Office and said Phillips & Buttorff Corporation having merged into Washington Manufacturing Company by instrument of record in Book 6998, page 401, said Register's Office.

TRACT II:

A Tract of land in Davidson County, Tennessee, being a portion of Lot No. 25 on the plan of the Original Town of Nashville, not recorded, and being the land described in Deed Book 4471, page 53, Register's Office for Davidson County, Tennessee, and being bounded on the north by Union Street, on the south by an alley, on the west by the Stahlman Building, and on the east by Second Avenue North, and being more specifically described as follows:

Beginning at the intersection of the southeast margin of Union Street and the southwest margin of Second Avenue North, said point being the intersection of the back-side of the sidewalks; thence following the southwest margin of Second Avenue North, South 26 deg. 20 min. 36 sec. East a distance of 107.42 feet to the intersection of the southwest margin of Second Avenue North and the northwest margin of an alley; thence with said alley margin South 63 deg. 4 min. 21 sec. West a distance of 79.55 feet to the southeast corner of the Stahlman Building; thence with said building's northeast wall North 26 deg. 43 min. 7 sec. West a distance of 104.40 feet to the northeast corner of said building said point also lying in the southeast margin of Union Street; thence with said Union Street margin North 63 deg. 06 min. 25 sec. East a distance of 9.52 feet to a point; thence continuing with said margin North 26 deg. 57 min. 58 sec. West a distance of 2.94 feet to a point; thence continuing with said margin North 63 deg. 0 min. 0 sec. East a distance of 70.74 feet to the point of beginning as surveyed by Young, Weakley and Weakley Engineers, October 6, 1986.

Being the same property conveyed to First National Company, a Tennessee corporation, by deed from Huffines Buildings, Incorporated, a Tennessee corporation, of record in Book 4471, page 53, Register's Office for Davidson County, Tennessee, the said First National Company having merged into Washington Manufacturing Company by instrument of record in Book 6998, page 395, said Register's Office.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth on Exhibit A.

This is improved property known as the 224 Building and the Second Avenue Parking Deck.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE 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, except as set forth in Exhibit A; and GRANTOR does further covenant and bind itself, its successors, assigns, and representatives, 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned has executed this deed on behalf of Washington Manufacturing Company on this 17 day of October, 1986.

WASHINGTON MANUFACTURING COMPANY, a Tennessee corporation

By: Stan L. Marshall

Title: S. V. P.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Stan Marshall, 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 of Washington Manufacturing Company, 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 himself as Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 17th day of October, 1986.

NOTARY PUBLIC

My Commission Expires: 11-17-88

KIM A. BROWN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT A

1. Metro Real Property Taxes for 1987, and subsequent years, a lien but not now due and payable.

2. Deed from Comer Realty Company to Kentucky State Bank, Trustee, dated October 1, 1949, filed October 18, 1949, of record in Book 1761, page 151, said Register's Office contains the following provision:

> "It is understood and agreed the North Wall of said Lot No. 3 . . . belongs to the said Southern Door and Glass Company, but that the heirs of Mrs. M. M. Stratton and their heirs and assigns shall have the priviledge (sic) of joining any building or buildings which they may hereafter erect on Lot No. 4 in said plan to said North Wall of said building on Lot No. 3 aforesaid, without charge and no charges are to be made for the joining to said wall of the buildings now on said Lot No. 4 and the same may be rebuilt and joined to said wall if they should at any time be destroyed by fire or otherwise, without any charge whatever. It is also understood that the South wall of the building on said Lot No. 3 belongs to the said Southern Door and Glass Company, but that the owners of Lot No. 2 in said Plan shall have the same right in the South wall of said building on Lot No. 3 with reference to joining to the said South wall as referred to and reserved in the Deed of Partition and Thomas E. Stratton registered in Book 69, page 468, Register's Office for Davidson County, Tennessee."

3. Easements retained by the Metropolitan Government of Nashville and Davidson County as shown in Council Bill No. 082-1107, which closed Brandon Street.

4. Restrictive covenants pertaining to Brandon Street (now closed), as set forth in deeds of record in Book 6135, pages 587 and 591, said Register's Office.

5. Easement for light and air in favor of premises to the West and rights with reference thereto as more fully described in grant of record in Book 2543, page 410, said Register's Office.

5 8 9 1 2
IDENTIFICATION REFERENCE
OCT 31 3 58 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 7027 PAGE 525

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	3,600,000.00		
			10080.00 CSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 10792.50-	
			1089A 10/31/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5891 2

IDENTIFICATION REFERENCE

Oct 31 3 58 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.07184