FILE BOX 9/jcb

THIS INSTRUMENT PREPARED BY: Latham & Watkins
555 South Flower Street, 43rd Floor
Los Angeles, California 90071

ADDRESS NEW OWNER: Joseph V. Russell & Associates
2951 Sidco Drive
Nashville, TN 37204

MORTGAGEE: None

MAP-PARCEL NUMBERS: 107-1-1
2DA-63720

BOOK 7151 PAGE 112

SPECIAL 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 consideration, the receipt of which is hereby acknowledged, The Third National Bank In Nashville, a national banking association, as Trustee for Wells Fargo Bank, N.A., a national banking association, as successor-in-* hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Joseph V. Russell & Associates, a Tennessee partnership hereinafter called the Grantee, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: To-Wit:

* interest to Crocker National Bank, a national banking association, as Trustee of the Crocker Real Estate Equity Fund for Employee Benefit Trusts

See Exhibit "A" attached hereto, consisting of one (1) page, and incorporated herein by this reference.

Refer to Exhibit "B" attached hereto, consisting of two (2) pages, and incorporated herein by this reference.

Refer to Exhibit "C" attached hereto for authority of the trustee to execute this deed pursuant to the trust agreement of record in Book 5332, page 458, Register's Office for said County.

The property described in "Exhibit A" attached hereto being the same property conveyed to Third National Bank in Nashville, as Trustee for CPREF Nashville Realty Trust, by deed from Edward L. Bakewell, Jr., as to 45% undivided interest, William H. Armstrong, Jr., as to 45% undivided interest, Thomas J. Bannister, as to 5% undivided interest, and Eva T. Lacefield, as to 5% undivided interest, of record in Book 5332, page 461, Register's Office for Davidson County, Tennessee.

This is ~~an~~ improved property, known as Nashville Commerce Mall.

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, Grantee's heirs or assigns, forever; and Grantor covenants 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, unless otherwise herein set out; and Grantor further covenants and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons claiming by, under, or through Grantor except for the exceptions set forth on Exhibit "C" attached hereto and incorporated herein by this referen (As to a corporate or partnership party, the reference to "heirs" shall be**

Witness the execution hereof this 24th day of February, 1987.

The Third National Bank In Nashville, a national banking association, as Trustee for Wells Fargo Bank, N.A., a national banking association, successor-in-interest to Crocker National Bank, a national banking association, as Trustee of the Crocker Real Estate Equity Fund for Employee Benefit Trusts

~~STATE OF TENNESSEE~~
~~COUNTY OF~~ _____

By: _____
Its _____

~~On this _____ day of _____, 19__, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.~~

**deemed to read "successors".)

~~My Commission Expires~~ _____

_____
~~Notary Public~~

STATE OF TENNESSEE
COUNTY OF _____

BOOK 7151 PAGE 113

Before me, the undersigned, of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be the President (or other officer authorized to execute the instrument) of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ____self as _____. Witness my hand and official seal, at office in _____, Tennessee, this _____ day of _____, 19___.

My Commission Expires:_____

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or value, whichever is greater, for this transfer is $_____.

_____
Affiant

Subscribed and sworn to before me, this the _____ day of _____, 19___.

My Commission Expires:_____

_____
Notary Public

SPECIAL **WARRANTY DEED**

from:

to:

Latham & Watkins
555 South Flower Street
43rd Floor
Los Angeles, California 90071

BOOK 7151 PAGE 114

COUNTY OF Davidson

Before me, the undersigned, of the State and County aforesaid, personally appeared Amelia Walker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President or other officer authorized to execute the instrument of the Third National Bank in Nashville, the within named bargainor, a corporation, and that she as such Asst Trust Officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Asst Trust Officer. Witness my hand and official seal, at office in Nashville, Tennessee, this 24th day of February, 1987.

My Commission Expires Nov. 12, 1988

My Commission Expires: _____

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,000,000.

Affiant

Subscribed and sworn to before me, this the 26th day of February, 1987.

My Commission Expires: 7/13/88

Notary Public

EXHIBIT "A" BOOK 7151 PAGE 115

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF NASHVILLE, COUNTY OF DAVIDSON, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS:

A Tract of Land in the 3rd Civil District of Davidson County, Tennessee, being Lot 44 on the Plan of Revision of Section 36 and Revision of Section 19, on the Plan of Metropolitan Industrial Park, of record in Plat Book 4955, page 36, Register's Office for Davidson County, Tennessee, described according to a survey of Barge, Waggoner, Sumner & Cannon, dated June 17, 1978, as follows:

BEGINNING at an iron pin in the southeast intersection of Elm Hill Pike and Massman Drive; thence along Elm Hill Pike, North 79 degrees 00 minutes East, 531.86 feet to an iron pin; thence leaving said pike, South 11 degrees 00 minutes East, 350.00 feet to an iron pin; thence South 79 degrees 00 minutes West, 50.00 feet to an iron pin; thence South 11 degrees 00 minutes East, 137.00 feet to a point; thence South 79 degrees 00 minutes West, 423.26 feet to a point in the easterly margin of Massman Drive; thence along said drive, North 17 degrees 51 minutes 37 seconds West, 490.51 feet to an iron pin, the point of beginning, containing 5.46 acres, more or less.

EXHIBIT "B"

Wells Fargo Bank, N.A., a national banking association, successor-in-interest to Crocker National Bank, a national banking association ("Trustee"), as Trustee of the Crocker Real Estate Equity Fund for Employee Benefit Trusts (the "Trust"), such Trust being formed under Section 9.18(a)(2) of Regulation 9 of the Comptroller of the Currency pursuant to a restated Plan dated May 3, 1983, as amended, is by the terms of the Plan a trustee only, and Wells Fargo Realty Advisors, Incorporated and its subsidiaries (collectively, the "Advisor") as Investment Advisor to Trustee, is an agent only and neither Trustee nor the Advisor shall have any individual liability hereunder, and no trustee, shareholder, officer, employee or agent of Trustee or the Advisor shall have any personal liability hereunder nor shall resort be had to its or their private property for the satisfaction of any claims hereunder or in connection with the affairs of the Trust, but only the Trust's property shall be liable.

The Third National Bank in Nashville, herein referred to as Assignor, is ancillary trustee for Trustee and for the Trust pursuant to that certain Trust Agreement dated August 31, 1978, and is, by the terms of such Trust Agreement an ancillary trustee only and shall have no individual liability hereunder and no director, shareholder, officer, employee, or agent of Assignor shall have any personal liability hereunder nor shall resort be had to its or their private property for the satisfaction of any claims

hereunder or in connection with the affairs of the Trust, but only Trust's property shall be liable.

Neither Assignor, Trustee nor the Advisor nor any of the officers, directors, shareholders, employees, agents or representatives of either Assignor, Trustee or the Advisor shall be liable, accountable or subject to suit for any costs, expenses or liability arising directly or indirectly out of the Trust's failure or refusal to satisfy its obligations hereunder or out of the transactions contemplated hereby.

EXHIBIT "C"

I, Ann M. Karner, Assistant Vice President of Wells Fargo Realty Advisors, Incorporated, ("Advisor") a California corporation, hereby certify as follows:

1. Advisor is authorized to act as agent on behalf of Wells Fargo Bank, N.A., as successor in interest to Crocker National Bank, as Trustee of the Crocker Real Estate Equity Fund for Employee Benefit Trusts ("Beneficiary") under the terms of that certain Advisory Agreement dated May 30, 1986 by and between Wells Fargo Bank, National Association, a national banking association, and the Advisor incorporated herein by reference;

2. Beneficiary has approved the sale of the property located in the County of Davidson, State of Tennessee as described on Exhibit "A" attached hereto and made a part hereof ("Property") to Joseph V. Russell and Associates and Advisor has subsequently authorized Third National Bank in Nashville in its capacity as Trustee under that certain CREEF Nashville Realty Trust Declaration of Trust dated August 31, 1978 of record in Book 5332, Page 458 Register's Office for Davidson County, Tennessee to execute all necessary documents relating to the sale of the Property including, without limitation, the Special Warranty Deed.

In Witness Whereof, this Certificate has been signed this 25th day of February, 1987.

Ann M. Karner
Assistant Vice President

IDENTIFICATION REFERENCE

9.8.5 1 3

FEB 27

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

RECEIVED OF _____

FOR _____

BOOK 7151 PAGE 119

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

2,000,000.00 Conv.

560 .00 CSTAX

.50 [illegible]

21.00 [illegible]

CHECK 5021.50-

50:6N02/27/87 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 8 5 1 3

IDENTIFT REFERENCE

FEB 27 4 14 PM '87

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 51067