djh121:04/29/87
JBM015-011

2 1 3 9 9

IDENTIFICATION REFERENCE

MAY 4 9 39 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

AMISH

FROM: The Riverview Building, Inc., a Delaware corporation
TO: Riverview Building Investors, an Illinois Limited Partnership

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

Address New Owner as follows:
RIVERVIEW BUILDING INVESTORS
4849 GOLF RD
SKOKIE, ILLINOIS 60077

Send Tax Bills To:
(SAME)
ROBERT C. FLISS

Map-Parcel No.
70-11
Parcel 8

STATE OF ILLINOIS)
COUNTY OF COOK)

BOOK 7222 PAGE 975

The actual consideration or value, whichever is greater, for this transfer is $ 7,000,000.00

John L. Hagen
Affiant

Subscribed and sworn to before me, this the 30th day of April, 1987.

Genevieve M. Welter
Notary Public

My Comm. Expires: 11/19/89

NOTARY PUBLIC COOK COUNTY

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, The Riverview Building, Inc., a Delaware corporation, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto Riverview Building Investors, an Illinois Limited Partnership, herein called "GRANTEE", its successors, heirs, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference.

This is improved property known as The Riverview Building.

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, heirs, 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, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns, and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs, 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.

It is the express intention of the GRANTOR and the GRANTEE in the execution, delivery and receipt of this conveyance that legal title to the land is to be acquired by the GRANTEE subject to, but without assumption of the obligation for payment of that mortgage from the GRANTOR in favor of Balcor Pension Investors III which is more particularly identified in Exhibit "B" attached hereto, and that there be no merger of the legal estate herein conveyed to the GRANTEE with the equitable estate of Balcor Pension Investors III pursuant to said mortgage, it being the intent of the GRANTOR and the GRANTEE that this be

an absolute conveyance in fee simple, and not merely additional security for said mortgage, but that said mortgage shall survive the execution, delivery and recordation of this conveyance without any impairment or satisfaction of the lien of said mortgage.

WITNESS its hand this 30TH day of APRIL, 1987.

GRANTOR

THE RIVERSIDE BUILDING, INC.,
a Delaware corporation

BY: _____
James W. Stringer
Executive Vice President and
and Chief Operating Officer

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

Personally appeared before me, James W. Stringer, 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 who further acknowledged that he is the Executive Vice-President and Chief Operating Officer of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 30th day of April, 1987.

_____
Notary Public

My Commission Expires: 11/17/89

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EXHIBIT A

TO GENERAL WARRANTY DEED

Legal Description

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the northerly side of Mainstream Drive, being Lot Number 37L as shown on the plan of Section 17, Metrocenter, as of record in Book 5800, Page 42, R.O.D.C. and being more particularly described as follows:

According to an As-Built survey by Barge, Waggoner, Sumner & Cannon, dated April 7, 1983 and revised April 29, 1987, File No. 7129-47, as follows:

BEGINNING at a concrete monument in the northerly margin of Mainstream Drive, said concrete monument being westerly 767 feet, more or less, from the centerline of Great Circle Road, as measured along said northerly margin;

THENCE, with said northerly margin with a curve to the left 512.24 feet to a point, said curve having a central angle of 35° 21' 37" feet, a radius of 830.00 feet, a tangent of 264.57 feet and a chord of S 83° 33' 08" W, 504.15 feet;

THENCE, continuing with said northerly margin S 65° 52' 20" W, 200.00 feet to a concrete monument;

THENCE, leaving said northerly margin with the easterly line of Lot Number 37M as shown on the aforementioned plan of Section 17, Metrocenter N 20° 14' 40" W, passing through a witness iron pin at 268.41 feet, a total distance of 460.24 feet to a point in the low waterline of the Cumberland River;

THENCE, with said low waterline the following calls:

N 69° 46' E, 345.13 feet to a point;

N 80° 20' 11" E, 424.49 feet to a point;

N 81° 12' E, 224.35 feet to a point;

THENCE, leaving said low waterline S 13° 10' W, passing through a witness iron pin at 131.42 feet, a total distance of 532.38 feet to the point of beginning.

Containing 8.91 acres, more or less.

Being the same property conveyed to Grantor by Special Warranty Deed of record in Book 5878, page 230, and Book 6040, page 522, Register's Office, Davidson County, Tennessee.

EXHIBIT B

TO GENERAL WARRANTY DEED

Permitted Exceptions

BOOK 7222 PAGE 978

(a) Taxes

1987 Metropolitan Government taxes -- a lien but not yet due and payable. (Field Book No. 15773; Map 70-11 and Parcel 8)

1986 Metropolitan Government taxes -- due in the amount of $96,000.80, plus penalty and interest. ($98,880.82 if paid in April)

(b) Deed of trust from The Riverview Building, Inc., to William T. Bozeman, Trustee, dated April 27, 1983, of record in Book 6045, page 580, said Register's Office, to secure an indebtedness evidenced by a promissory note in the original principal amount of $7,500,000.00, payable to Balcor Pension Investors-III.

(c) Assignment of Leases and Rents between Riverview Building, Inc., and Balcor Pension Investors-III, dated April 27, 1983, filed April 27, 1983, in Book 6045, page 608, Register's Office for Davidson County, Tennessee.

(d) Financing Statement filed under the Uniform Commercial Code by the Riverview Building, Inc., as debtor, to Balcor Pension Investors-III, as secured party, in the Office of the Secretary of State under No. 087799, and in the Register's Office for Davidson County, Tennessee, in Book 6045, page 617.

(e) Restrictions prohibiting the building or operation of a hotel or motel on the property described herein as set out in documents filed for record in Book 5225, page 112; and Book 5225, page 120; Restrictive Covenants recorded in Book 5242, page 389; Restrictive Covenants recorded in Book 4829, page 722; Declaration of Special Covenants and Restrictions of record in Book 5878, page 233; and Modification or Restrictive Covenants of record in Book 5792, page 787; Declaration of record in Book 7012, page 61, Register's Office for Davidson County, Tennessee.

(f) The Plan of record in Book 5800, page 42, Register's Office for said County, shows an Owner's Certificate, various easements and setback lines, and is subject to the legal operation and effect of the instruments of abandonment of a 25 foot easement for private railroad lead spur track of record in Book 5997, page 884, and Book 6040, page 516, and a 25 foot wide access easement of record in Book 6040, page 509, and a Declaration of record in Book 6040, page 518, said Register's Office.

(g) Rights of tenants in possession under any unrecorded leases and agreements.

(h) Cheatham Dam flowage easement of record in Book 2991, page 295, said Register's Office.

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

RECEIVED OF _____

FOR _____

BOOK 7222 PAGE 979

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
		1,000,000.00 conv.		
			19600.00 CSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 19612.50-	
2035A05/04/87			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2139

IDENTIFICATION REFERENCE

MAY 4 9 39 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 76685