File 6 M.C.

FROM:
BPT Properties

This instrument prepared by
JOE VAULX CROCKETT III, ESQ.,
219 Second Avenue North
Nashville, TN 37201

TO:
RM Development Company

Address New Owner:	Send Tax Bills To:	Map/Parcel No.
RM Development Company 2200 Abbott Martin Road Nashville, TN 37215	SAME	70-16;3

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Affiant

Subscribed and sworn to before me, this the 30th day of January, 1989.

Notary Public

My Commission Expires: 11/21/92

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, BPT Properties, a Tennessee general partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto RM Development Company, a Tennessee general partnership, hereinafter 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 A.

This is improved property located at: 237 French Landing Drive, Nashville, Tennessee.

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.

WITNESS its hand this 27th day of January, 1989.

BPT PROPERTIES

BY: _____
General Partner

By: _____
General Partner

By: _____
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ who upon oath acknowledged himself to be a partner of BPT Properties, the within named bargainor, a partnership, 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 the 27 day of January, 1989.

_____
Notary Public

My Commission Expires: 10-9-91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ who upon oath acknowledged himself to be a partner of BPT Properties, the within named bargainor, a partnership, 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 the 27th day of January, 1989.

_____
Notary Public

My Commission Expires: 10-9-91

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, who upon oath acknowledged himself to be a partner of BPT Properties, the within named bargainor, a partnership, 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 the 27th day of January, 1989.

_____
Notary Public

My Commission Expires: 10-9-91

DESCRIPTION:

Land in Davidson County, Tennessee, being Lot No. 7A on the plan of First Revision,Resubdivision of Part of Block "G", Section No. 1, Book 4675, page 48, Metro Center, Tract 7a, of record in Book 4885, page 12, Register's Office for said County.

Beginning at the point of the East margin of French Landing Drive, 975 feet from the center line of Vantage Way; thence with the East margin of French Landing Drive, a curve to the left having a central angle of 09°38' 02" a radius of 1130.00 feet, 190.00 feet to a point; thence North 74° 12' 37" East 175 feet to a point; thence South 10° 58' 22" East 219.18 feet to a point; thence South 83° 50' 39" West 175.00 feet to the point of beginning.

Being the same property conveyed to BPT Properties, a Tennessee Partnership by deed from Meharry Medical College, of record in Book 6564, page 699, Register's Office for Davidson County, Tennessee.

EXCEPTIONS:

1. Restrictive covenants of record in Book 4793, page 166, as amended in Book 7012, page 61, said Register's Office.

2. Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park of record in Book 7487, page 952, said Register's Office.

3. All matters as shown on the Plan of record in Book 4885, page 12, said Register's Office.

4. Storm drains across the southerly, southwesterly and westerly portion of said lot, together with three storm drain gates located therein as shown by the survey of John B. Kohl, III, dated April 1, 1981.

5. Consent and Waiver by Owner, Landlord or Mortgagee of Real Estate of record in Book 7495, page 225, said Register's Office.

6. Terms and conditions of that certain Office Lease Agreement dated July 28, 1987, by and between B.P.T. Properties, a Tennessee general partnership, and A. B. Roll, Inc., d/b/a/ Wayne Caluger & Associates.

7. Rights of others in and to the common areas.

8. The lien for any unpaid and/or special assessments levied pursuant to the terms of the Declaration set forth in paragraph 2 above.

05105

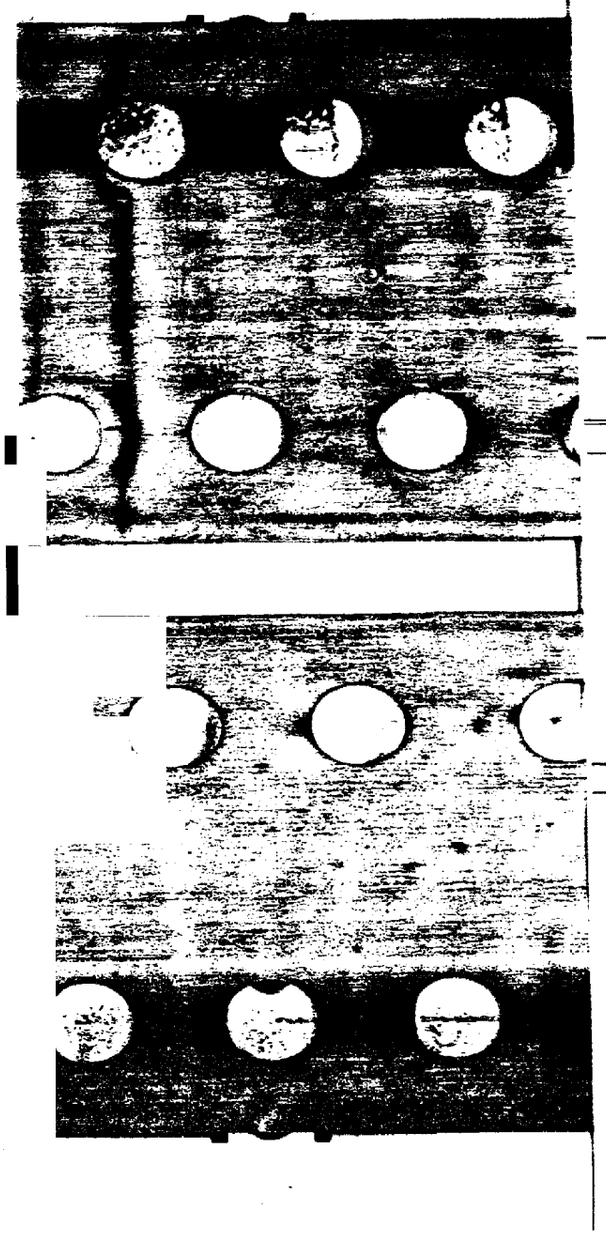
IDENTIFICATION REFERENCE

JAN 30 4 10 PM '89

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

EXHIBIT A

0571 01/30 0101 03CHECK 1989.50



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

RECEIVED OF _____

FOR _____

BOOK 7761 PAGE 447

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
		CAMT 600000.00		
			CON TX 1980.00	
			PRFEE 0.50	
			WDEED 9.00	
			TOTAL 1989.50	
			CHECK 1989.50	

01/30/89 01 16:13:0001 0571

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05105

IDENTIFICATION REFERENCE

JAN 30 4 10 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 177168