This instrument prepared by:
Warren H. Wild, Jr.
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel Nos.:
Sutton Place Associates, Ltd. c/o First Equities Associates 6190 Powers Ferry Road Suite 600 Atlanta, Georgia 30339	Same	163-207 and 208 Field Book Nos. 5DU-35107 5DU-35109

SUBSTITUTE TRUSTEE'S
QUITCLAIM DEED AND BILL OF SALE

This instrument made and entered into on this the 29th day of March, 1989, by and between WARREN H. WILD, JR., SUBSTITUTE TRUSTEE (hereinafter referred to as "Substitute Trustee"), and SUTTON PLACE ASSOCIATES, LTD., a Georgia limited partnership.

WHEREAS, by a Deed of Trust and Security Agreement (the "Deed of Trust") dated the 29th day of February, 1984, of record in Book 6239, page 658, Register's Office for Davidson County, Tennessee, Jacques-Miller Realty Partners L.P. II, a Delaware limited partnership ("Jacques-Miller") conveyed to William L. O'Callaghan, Trustee, the hereinafter described real property and the buildings, structures or improvements thereon (the real property and buildings, structures and improvements are collectively referred to herein as the "Premises"), to secure certain debts and obligations of Jacques-Miller, to Sutton Place Associates, Ltd., a Georgia Limited Partnership ("Sutton Place") (the "Indebtedness"), including the indebtedness evidenced by that certain Non-Recourse Note and Purchase Money Wraparound Note dated February 29, 1984, (the "Note") executed by Jacques-Miller, and more fully described in the Deed of Trust, which Indebtedness and Note are presently held and owned by Sutton Place; and

WHEREAS, in the Deed of Trust Jacques-Miller, further granted to Sutton Place a security interest in the machinery, apparatus, equipment, fixtures, articles of personal property, chattels and furniture in any way connected with the use and

enjoyment of the Premises, together with all proceeds thereof, all of which are more fully described in the Deed of Trust (and all of which is collectively referred to herein as the "Personal Property Collateral"); and

WHEREAS, in accordance with the terms of the Deed of Trust, Warren H. Wild, Jr., was duly appointed to serve as Substitute Trustee in the place and stead of William L. O'Callaghan, Trustee, said appointment being set forth in an instrument of record in Book 7616, page 340, Register's Office for Davidson County; and

WHEREAS, the Indebtedness and the Note are in default, have been accelerated, and are past due; and

WHEREAS, the lawful holder of the Indebtedness and the Note directed the Substitute Trustee to sell the Premises and the Personal Property Collateral held as security under the Deed of Trust as provided therein, and the Substitute Trustee caused notice to be published in The Nashville Record that the Premises and the Personal Property Collateral would be sold at 10:00 o'clock a.m. on March 29, 1989, at the South door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on February 23, 1989, March 2, 1989, March 9, 1989 and March 16, 1989, and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said notices offered the Premises and the Personal Property Collateral for sale, and after opening the floor for competitive bids, sold said Premises and the Personal Property Collateral to Sutton Place Associates, Ltd., at the price of One Hundred Thousand and No/100 Dollars ($100,000.00), (the "Purchase Price") this being the highest, last and best bid.

NOW, THEREFORE, I, WARREN H. WILD, JR., SUBSTITUTE TRUSTEE as aforesaid, in consideration of the premises and the sum in the amount of the Purchase Price, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do

transfer, quitclaim and convey unto Sutton Place Associates, Ltd., a Georgia limited partnership, its successors and assigns, in bar of all equities of redemption, homestead, dower, and all other rights and exemptions of every kind, as provided in, but only to the extent provided in, said Deed of Trust, all of my right, title and interest in and to the Premises and the Personal Property Collateral, but no further or otherwise. The Premises are described as follows:

> Land in the 5th Civil District of Davidson County, Tennessee, being Phase One (6 & 7) on the Plan of Bellwood as of record in Book 4460, page 41, Register's Office for said County, and described in three tracts according to a survey by Turner Engineering Company, Inc., dated June 19, 1974, revised June 4, 1979, as follows:
>
> TRACT 1: Beginning at a point in the west margin of Cane Ridge Road, said point being located at the southern terminus of a curve at the southwest corner of the intersection of said Cane Ridge Road and proposed Canewood Drive; thence with said west margin of Cane Ridge Road the following calls; south 0 deg. 26' east 201.4 feet to an iron pin; thence with a curve having a radius of 623.4 feet in a southeasterly direction a distance of 477.47 feet to an iron pin; thence south 44 deg. 19' east 112.0 feet to an iron pin; thence with a curve having a radius of 593.20 feet in a southwesterly direction a distance of 231.22 feet to an iron pin; thence south 24 deg. 28' 30" East 230.20 feet to an iron pin; thence leaving said west margin of Cane Ridge Road south 88 deg. 15' 37" west a distance of 787.48 feet to an iron pin; thence north 10 deg. 30' 36" west a distance of 525.94 feet to an iron pin; thence north 86 deg. 07' 20" west a distance of 369.23 feet to an iron pin; thence north 71 deg. 35' 49" west a distance of 188.43 feet to an iron pin; thence north 20 deg. 38' east a distance of 430.00 feet to an iron pin; thence north 34 deg. 54' west a distance of 125.00 feet to an iron pin; thence north 5 deg. 16' east a distance of 125.00 feet to a point in the south margin of proposed Canewood Drive, the northwest corner of the herein described tract, and on the easterly margin of the Ben A. Shelton property; thence with the south margin of proposed Canewood Drive south 84 deg. 44' east a distance of 659.06 feet to an iron pin; thence with a 1803.6 foot radius curve to the left a distance of 179.42 feet to an iron pin located at the beginning of a curve at the intersection of proposed Canewood Drive and Cane Ridge Road; thence around said curve having a radius of 25.00 feet in southeasterly direction a distance of 39.27 feet to the point of beginning.

TRACT 2: Beginning at an iron pin in the easterly margin of Cane Ridge Road, said point being the northwest corner of Phase One (6) on said Plan; thence north 45 deg. 41' east 213.00 feet to an iron pin; thence south 86 deg. 38' 30" east 228.58 feet to a spike; thence south 21 deg. 37' 15" east 126.82 feet to a point in the west margin of Old Cane Ridge Road, as shown on said survey; thence with said west margin of Old Cane Ridge Road the following calls: with a curve having a radius of 690.97 feet in a southeasterly direction a distance of 186.43 feet to a point; thence south 21 deg. 37' 15" east 730.18 feet to a point; thence with a curve having a radius of 339.79 feet in a southwesterly direction a distance of 310.53 feet to an iron pin at the beginning of a curve located at the intersection of Old Cane Ridge Road and Cane Ridge Road; thence around said curve having a radius of 25.00 feet in a southwesterly direction a distance of 39.27 feet to an iron pin in the east margin of Cane Ridge Road; thence with said east margin of Cane Ridge Road the following calls: north 59 deg. 15' 30" west 84.7 feet to an iron pin; thence with a curve having a radius of 414.70 feet in a northwesterly direction a distance of 269.79 feet to an iron pin; thence north 21 deg. 59' west 158.0 feet to an iron pin; thence north 19 deg. 29' 37" west 230.2 feet to a PK nail; thence with a curve having a radius of 673.20 feet in a northwesterly direction a distance of 262.42 feet to an iron pin; thence north 44 deg. 19' west 74.5 feet to the point of beginning.

TRACT 3: Beginning at an iron pin in the north margin of Cane Ridge Road, said iron pin being located at the eastern terminus of a curve located at the southeast corner of the intersection of Cane Ridge Road and Old Cane Ridge Road; thence with said curve having a radius of 25.00 feet in a northeasterly direction a distance of 37.54 feet to an iron pin located in the east margin of Old Cane Ridge Road; thence with said east margin of Old Cane Ridge Road and with a curve having a radius of 389.79 feet in a northwesterly direction a distance of 182.73 feet to a point; thence leaving the said east margin of Old Cane Ridge Road south 9 deg. 47' 15" east 61.26 feet to a spike; thence south 14 deg. 03' 30" east 131.60 feet to a spike; thence south 20 deg. 56' 30" east 126.87 feet to a PK nail; thence south 45 deg. 08' 30" west 15.75 feet to a PK nail in the north margin of Cane Ridge Road; thence with said north margin of Cane Ridge Road and with a curve having a radius of 697.00 feet in a northwesterly direction a distance of 166.19 feet to the point of beginning.

Being the same property conveyed to Jacques-Miller Realty Partners, L.P. II, a Delaware limited partnership by Tennessee Limited Warranty Deed from Sutton Place Associates, Ltd., a Georgia limited

partnership of record in Book 6239, page 653, Register's Office for Davidson County, Tennessee.

Together with all of the right, title and interest of Jacques-Miller Realty Partners, L.P. II, in and to all and singular the tenements, heraditiments, rights-of-way, easements, privileges, and appurtenances thereto belonging or in anywise appertaining, all buildings, structures, or other improvements now located thereon, the rents, issues and profits thereof, all chattels, furniture, equipment, machinery, apparatus, fixtures, and articles of personal property of every kind and nature whatsoever, of Jacques-Miller Realty Partners, L.P. II, and used or usable in connection with the operation of the premises.

This is improved property known as 332 Cane Ridge Road, Nashville, Tennessee.

SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY CONVEYED HEREIN. WITHOUT LIMITING THE FOREGOING, SUBSTITUTE TRUSTEE DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSTITUTE TRUSTEE FURTHER DISCLAIMS ANY AND ALL WARRANTIES OF TITLE. THE PREMISES AND THE PERSONAL PROPERTY COLLATERAL ARE SOLD AS IS, WHERE IS.

Without limiting the foregoing, the property conveyed herein is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following:

(1) Any and all unpaid taxes.

(2) Deed of Trust, Assignment of Rents and Financing Statement executed by Sutton Place Associates in favor of First Wisconsin National Bank of Milwaukee recorded in Book 5456, page 695, as amended in Book 6239, page 647; Book 5456, page 706; and Book 5456, page 710 continued in Book 6291, page 598, and in Book 6305, page 374, respectively, all in the Register's Office of Davidson County, Tennessee.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements, restrictions, set back lines and other matters as may be applicable including, without

limitation, those of record in Book 3763, page 4 and Book 4460, page 41, said Register's Office, and the easements for Cane Ridge Road and Old Cane Ridge Road.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(7) Any other interests, liens, defects, encumbrances, adverse claims or other matters which have priority over the lien created by the Deed of Trust under which said foreclosure was held or which affect any of the property herein conveyed.

WITNESS the signature of the Substitute Trustee effective as of the day and date first above written.

Substitute Trustee

Warren H. Wild, Jr.,
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Deborah A. Hughes, a Notary Public of the State and County aforesaid, personally appeared Warren H. Wild, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 4th day of April, 1989.

Deborah A. Hughes
Notary Public

My commission expires: May 8, 1991

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $100,000.

X _____
Affiant

Subscribed and sworn to before me this the 13th day of April, 1989.

Debra S. Cargill
Notary Public

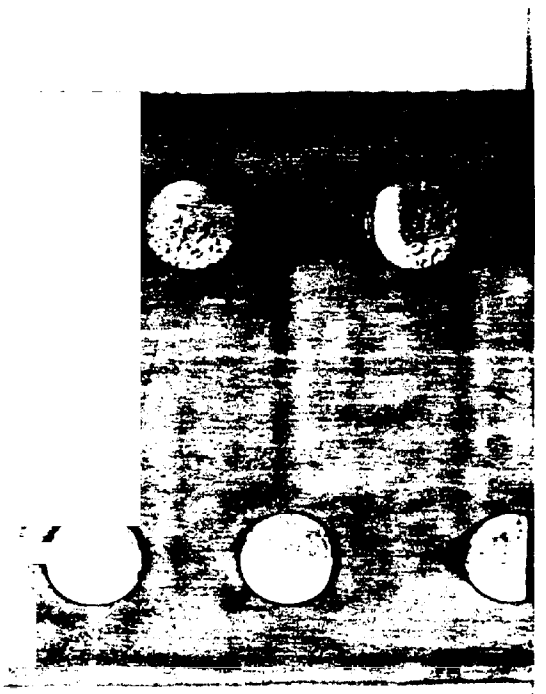
My commission expires: DEBRA S. CARGILL Notary Public, Cobb County, Georgia My Commission Expires April 5, 1992

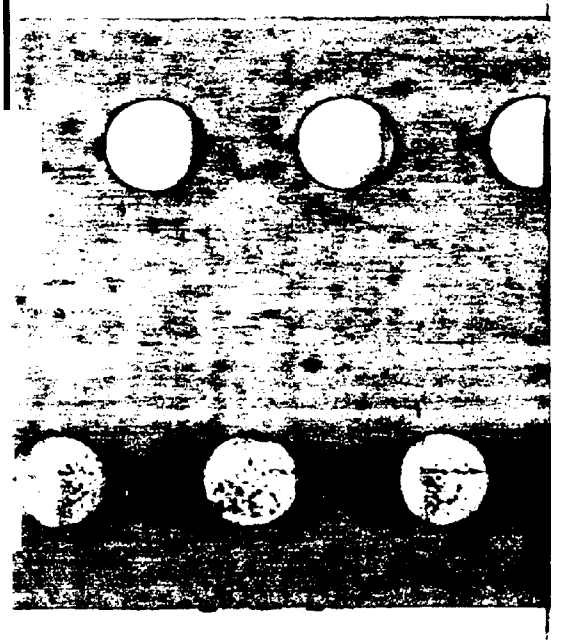
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APR 17 3 09 PM '89

6451 04/17 0101 03CHECK 351.50

80W/04-03-89





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7818 PAGE 667

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	100000.00
CON TX	330.00
PRFEE	0.50
WDEED	21.00
TOTAL	351.50
CHECK	351.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/17/89 01 15:10 0001 6451

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IDENTIFICATION REFERENCE

APR 17 3 09 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY TENN

No. 200330