File 35
CTIC

WARRANTY DEED

BOOK 7980 PAGE 608

FROM: Advent Properties, Inc. and Adams and Adams, Grantors

TO: Holder/Tomlin Limited Partnership, Grantee

This instrument was prepared by:
Robert N. Buchanan III
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
c/o George W. Holder, Jr. 2615 Grissom Drive Nashville, TN 37204	Same	Part of 160-0-208 and 171-0-138
		Field Book Numbers
		Part of 6DU 81848 and 6DU 57180

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Million Five Hundred Twenty-Eight Thousand Seven Hundred Eighty-Nine and 71/100 Dollars ($2,528,789.71).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 8 day of November, 1989.

Robert N. Buchanan III
Notary Public

My Commission Expires: Mar 4, 1989

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration including the delivery and execution of a promissory note executed by Holder/Tomlin Limited Partnership, the receipt and sufficiency of which are

hereby acknowledged, Advent Properties, Inc., a Tennessee corporation and Adams and Adams, a partnership composed of W. Andrew Adams and Carl E. Adams, M.D., Grantors, have bargained and sold, and by these presents do transfer and convey unto the said Holder/Tomlin Limited Partnership, a Tennessee limited partnership, Grantee, its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, being land on the Plan of Section 2 and Resubdivision Section 1, The Summit of record in Book 7900, page 2, Register's Office for Davidson County, Tennessee (the "Plat"), and described on the attached Exhibit A which is incorporated herein and made a part hereof.

Being a portion of the property conveyed to Advent Properties, Inc. by deed from Robert N. Buchanan III, Trustee of record in Book 7187, page 919 as corrected in Book 7951, page 288, and conveyed by Advent Properties, Inc. to Adams and Adams by an unrecorded deed.

Grantors also convey herewith development rights relating to the Property in The Summit, a commercial planned unit development of a 75,000 square foot 130 unit hotel, a 165,000 square foot office building, and a 240,000 square foot 189 unit hotel, all as shown on the preliminary PUD plan approved by the Metropolitan Planning Commission on July 27, 1989.

This is unimproved property, known as Summit View Drive, Brentwood, Tennessee 37027.

Grantors also grant hereby in favor of Grantee, its successors and assigns, for the benefit of and as appurtenant to

the Property, or any portion thereof, certain easements (collectively, the "Easements").

1. Access Easement. Grantors hereby grant an access easement (the "Access Easement") for the benefit of each owner of any part of the Property, and such owners, tenants, contractors, employees, agents, customers, licensees and invitees, and the customers, contractors, employees, agents, licensees and invitees of such tenants, a non-exclusive easement for ingress and egress, by vehicular and pedestrian traffic, over and across the Public Utility and Access Easement shown on the Plat. Grantee shall have the right to construct and maintain roadways in that portion of the Access Easement described in the attached Exhibit B. Grantors shall extend the Access Easement upon the payment to Grantors of $6.10 for each square foot of additional area to be added to the Access Easement.

The Access Easement is the subject to the provisions of Section A of that certain Declaration of Easements and Road Maintenance Agreement dated December 13, 1985 of record in Book 6742, page 425, Register's Office for Davidson County, Tennessee. The Summit Property Owners Association, a Tennessee not-for-profit corporation, hereby assumes a 23.78 % responsibility for paying all road maintenance obligations under the Road Maintenance Agreement. Provided, however, the Summit Property Owners Association shall be responsible for 100% of the maintenance and repair costs of all roadways and drives built by or on behalf of Grantee, or

Grantee's successors-in-title until the same are extended or joined with other roadways serving other property at The Summit.

The Summit Property Owners Association shall have the right to also landscape and provide lighting and safety features in the Access Easement area.

The Access Easement shall be a perpetual easement until terminated by a public dedication to local or state government authorities of the roadways to be built within the Access Easement. The use of stop signs, traffic signals, and/or speed bumps in the roadway shall not be deemed to constitute an obstruction of the Access Easement.

2. Public Utility Easement. Grantors hereby grant in favor of all utility providers for all or any portion of the Property, a non-exclusive easement to run underground utility lines and to maintain such lines in the Public Utility and Access Easement shown on the Plat.

3. Storm Water Drainage Easement. Grantors hereby grant in favor of each owner of any portion of the Property a non-exclusive easement for storm water drainage (the "Storm Water Drainage Easement") across the area shown to the north of Lot 2 as shown on the Plat. Provided, however, the right to use the Storm Water Drainage Easement is conditioned upon the approval by the Public Works Department of the Metropolitan Government of Nashville and Davidson County of the drainage plan for any given site constituting a portion of the Property which would make use of the Storm Water Drainage

Easement. Grantors reserve the right to relocate this easement at Grantors' expense if necessary to develop Grantors' land through which this easement runs. Provided, however, such relocation shall not interrupt Grantee's storm water drainage.

4. Signage Easement. Grantors hereby grant to Grantee and to the Summit Property, Owners Association, the right to construct and maintain a monument sign at each of the entrances to the Summit on Stone Brook Drive. The specific location, size, design, configuration and materials of the monument sign shall be subject to the prior written approval of Grantors. Grantors specifically reserves for itself and its lessees or successors-in-title to any property at the Summit the right to have placed on the monument sign logos, names or directional signs of other businesses located at the Summit. If such use is made of the monument sign, those site owners or tenants making use shall share equitably in the maintenance and repair cost of the monument sign.

5. Slope Easements. Grantors hereby grant to Grantee and its successors the slope easements shown on the Recorded Plat. Grantors reserve the right to construct retaining walls, parking facilities, utility lines, buildings or other improvements within the area of any slope easement so long as such construction will not interrupt the lateral support provided by the slope easement.

6. NES Easement. Grantors grant to the Nashville Electric Service a non-exclusive easement to run overhead electric

power lines from Stone Brook Drive to the Public Utility and Access Easement as shown on the Plat.

7. Easement for Fill Placement. Grantors grant to Grantee the right to place any overburden soil or rock taken from the Property as engineered fill on the portion of Lot 1 as shown on the Plat and as shown on Sheet G4.1 of the Site Development Plan of The Summit dated August 17, 1989, revised September 12, 1989 prepared by Tucker Hinson Associates, Inc.. The location and placement of the fill shall be subject to Grantors' approval and subject to all the provisions of paragraph 14 of the Contract for Option to Purchase Real Property dated as of April 15, 1989 by and between Grantors and George W. Tomlin, Trustee, which is incorporated herein by reference and shall survive the closing of the sale contemplated thereby.

This conveyance is expressly made subject to the following:

a. The lien for 1989 taxes which have been prorated and will be paid by Grantors.

b. Storm Water Detention Agreement of record in Book 6145, page 242, Register's Office for Davidson County, Tennessee.

c. Road maintenance obligations as contained in a Declaration of Easements and Road Maintenance Agreement of record in Book 6742, page 425, Register's Office for Davidson County, Tennessee.

d. The prior liens listed on the attached Exhibit C, which is incorporated herein by reference.

e. An easement for public sewer line crossing Lot 2 as shown on the Plat.

f. An easement for storm water drainage across Lot 2 in the relocated Storm Water Drainage Line to be constructed on the

said Lot 2 as shown on the Survey of Phase 2, The Summit by Tucker Hinson Associates, Inc. dated ~~November~~ Oct. 30, 1989.

g. All other matters, easements, conditions and other matters shown on the Plat.

TO HAVE AND TO HOLD the Property, with the easement rights hereinafter described, the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantors do covenant with the said Grantee that Grantors are lawfully seized and possessed of the Property in fee simple; have a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantors do further covenant and bind Grantors, their successors-in-trust and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

The Summit Property Owners Association joins herein to signify its assumption of certain road maintenance obligations as set forth herein.

Witness the signature of the Grantors' duly authorized representatives this 8 day of November, 1989.

ADAMS AND ADAMS, a
general partnership

By: W. Andrew Adams
W. Andrew Adams, partner

ADVENT PROPERTIES, INC.

By: W. Andrew Adams

Title: Vice President

SUMMIT PROPERTY OWNERS ASSOCIATION

By: [signature]

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan III, a Notary Public of said County and State, personally appeared W. ANDREW ADAMS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of ADAMS AND ADAMS, the within named bargainor, a partnership, and that he as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office in Nashville, this 8th day of November, 1989.

Robert N. Buchanan III
Notary Public

My Commission Expires: March 4, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan IV, a Notary Public of said County and State, personally appeared W. Andrew Adams, 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 (or other officer authorized to execute the instrument) of ADVENT PROPERTIES, INC., the within named bargainor, a corporation, and that he as such Vice President 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, this 8 day of November, 1989.

Robert N. Buchanan IV
Notary Public

My Commission Expires: March 4, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert N. Buchanan, a Notary Public of said County and State, personally appeared George B. Tomlin 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 President (or other officer authorized to execute the instrument) of SUMMIT PROPERTY OWNERS ASSOCIATION, the within named bargainor, an association, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as President.

Witness my hand and seal, at Office in Nashville, this 8 day of November, 1989.

Robert N. Buchanan IV
Notary Public

My Commission Expires: Mar 4, 1992

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IDENTIF. REFERENCE

Nov 9 2 22 PM '89

FELIX Z. WILSON TT REGISTER
DAVIDSON COUNTY TN.

6174R/11-01-89

Exhibit A

THE SUMMIT
8.26 ACRE TRACT

Being Lot 2 and part of Lot 3 of Section Two and Resubdivision of Section One, The Summit, of record in Plat Book 7900, page 2, R.O.D.C.T., and being more particularly described as follows:

BEGINNING AT AN IRON PIN at the southeast corner of Lot 2, said pin being north 65° 24' 34" west, 150.09 feet and north 20° 30' 00" west, 118.55 feet and 272.90 feet along the arc of a curve to the left from a concrete monument in the westerly right-of-way of Stone Brook Drive. Said monument lying 150 feet more or less north of the centerline intersection of Stone Brook Drive and Fox Ridge Drive;

THENCE, with said south property line along the arc of a curve to the left 140.00 feet, said curve having a radius of 395.00 feet, a central angle of 20° 18' 27", and a chord bearing and distance of north 70° 14' 22" west, 139.27 feet to a point;

THENCE, leaving said south property line, south 32° 22' 01" west, 200.28 feet to a point;

THENCE, south 02° 35' 28" west, 231.73 feet to a point;

THENCE, south 20° 51' 30" east, 70.16 feet to a point;

THENCE, south 02° 35' 28" west, 315.11 feet to a point;

THENCE, with the arc of a curve to the right 499.60 feet, said curve having a radius of 376.05 feet, a central angle of 76° 07' 12" and a chord bearing and distance of north 37° 14' 18" west, 463.66 feet to a point;

THENCE, north 00° 49' 18" east, 182.84 feet to a point;

THENCE, along the arc of a curve to the right 168.26 feet, said curve having a radius of 500.00 feet, a central angle of 19° 16' 52", and a chord bearing and distance of north 10° 27' 44" east, 167.47 feet to a point;

THENCE, north 20° 06' 10" east, 189.09 feet to a point;

THENCE, with the arc of a curve to the right 158.25 feet, said curve having a radius of 242.54 feet, a central angle of 37° 23' 02", and a chord bearing and distance of north 38° 47' 41" east, 155.46 feet to a point;

THENCE, with a curve to the right 545.00 feet, said curve having a radius of 675.00 feet, a central angle of 46° 15' 40" and a chord bearing and distance of north 80° 37' 02" east, 530.32 feet to a point;

THENCE, with the arc of a curve to the right 10.43 feet, said curve having a radius of 260.00 feet, a central angle of 02° 17' 58" and a chord bearing and distance of south 75° 06' 09" east, 10.43 feet to a point;

THENCE, south 29° 54' 50" west, 171.80 feet to a point;

THENCE, south 29° 54' 50" west, 232.05 feet to a point;

THENCE, south 29° 54' 50" west, 17.50 feet to THE POINT OF BEGINNING and containing 8.26 acres of land.

6282R/11-7-89

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EXHIBIT B

THE SUMMIT
0.94 ACRE TRACT

A tract of land lying in the First Civil District of Davidson County, Tennessee, and being part of Section Two and the Resubdivision of Section One of The Summit as recorded in Plat Book 7900, page 2, R.O.D.C.T., and being more particularly described as follows:

Commencing at a concrete monument, said concrete monument being the southeast corner of The Highlands of Brentwood, Section Three, as recorded in Plat Book 5190, page 48, R.O.D.C.T.;

THENCE, south 31° 27' 00" east, 9.00 feet to a point;

THENCE, south 26° 27' 00" east, 392.67 feet to the point of beginning;

THENCE, south 63° 33' 00" west, 63.33 feet to a point;

THENCE, north 26° 27' 00" west, 50.00 feet to a point;

THENCE, with the arc of a curve to the left 199.67 feet, said curve having a radius of 260.00 feet, a central angle of 44° 00' 02", and a chord bearing and distance of north 54° 15' 07" west, 194.80 feet to a point;

THENCE, with the arc of a curve to the left 515.84 feet, said curve having a radius of 675.00 feet, a central angle of 43° 47' 09", and a chord bearing and distance of south 81° 51' 18" west, 503.38 feet to a point;

THENCE, north 30° 02' 16" west, 50.00 feet to a point;

THENCE, with the arc of a curve to the right 554.05 feet, said curve having a radius of 725.00 feet, a central angle of 43° 47' 09" and a chord bearing and distance of north 81° 51' 18" east, 540.67 feet to a point;

THENCE, with the arc of a curve to the right 243.14 feet, said curve having a radius of 310.00 feet, a central angle of 44° 56' 19", and a chord bearing and distance of south 53° 46' 58" east, 236.96 feet to a point;

THENCE, north 63° 33' 00" east, 13.12 feet to a point;

THENCE, south 26° 27' 00" east, 50.00 feet to the POINT OF BEGINNING, containing 0.94 acres.

6282R

EXHIBIT C

1. Liens and encumbrances arising from the following instruments (collectively, the "Prior Liens"):

a. A Deed of Trust from Advent Properties, Inc. to Stephen C. Baker, Trustee of record in Book 5655, page 493, Register's Office for Davidson County, Tennessee securing payment of a note in the original principal amount of $660,000.

b. A Deed of Trust from Advnet Properties, Inc. to Stephen C. Baker, Trustee of record in Book 6066, page 29, said Register's Office, securing payment of a note in the original principal amount of $41,024.64.

c. The deeds of trust set forth in a and b above have been amended by an instrument of record in Book 6612, page 136, and corrected in Book 6680, page 1, said Register's Office, and assigned to Mid-South Bank and Trust Company by instrument of record in Book 7721, page 874, said Register's Office.

d. Deed of Trust and Security Agreement from Advent Properties, Inc. to Stephen E. Davis, Trustee, of record in Book 6078, page 288, said Register's Office, securing payment of a note in the original principal amount of $1,280,000, which indebtedness is also secured by an Assignment of Rents and Leases of record in Book 6078, page 326, said Register's Office.

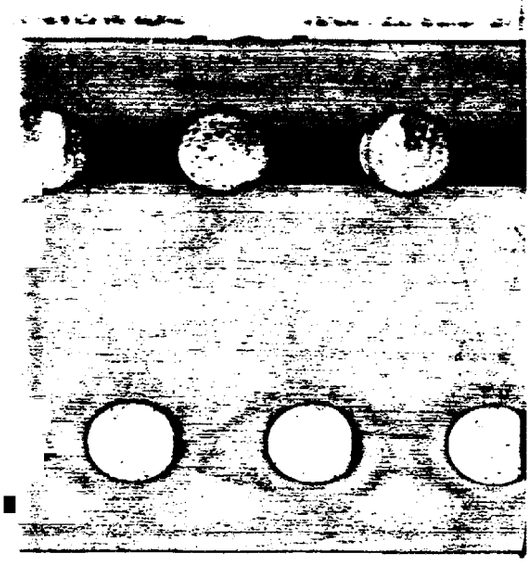
e. Indebtedness owed by Advent Properties, Inc. to The Industrial Development Board of The Metropolitan Government of Nashville and Davidson County (the "Industrial Development Board") in the original principal sum of $3,350,000 and described in and secured by the following:

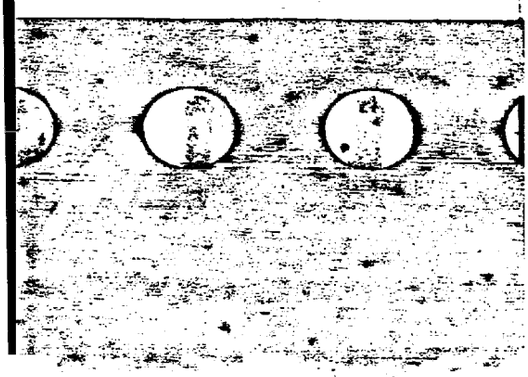
(i) A deed of trust from Advent Properties, Inc. to E. A. Covington, Jr., Trustee of record in Book 6202, page 701, said Register's Office and amended at Book 7730, page 210, said Register's Office.

(ii) A Collateral Assignment of Rents and Leases by and between Advent Properties, Inc. and the Industrial Development Board of record in Book 6202, page 709, said Register's Office.

(iii) A Financing Statement on form UCC-1 filed with the Tennessee Secretary of State, Ref. No. 133974, and at Book 6202, page 718, said Register's Office,

and all of which were assigned by the Industrial Development Board to Security Federal Savings and Loan Association of Nashville of record in Book 6202, page 721, said Register's Office.







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

RECEIVED OF _____

FOR _____

BOOK 7980 PAGE 620

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 2528789.11
CON TX 8345.04
PRFEE 1.00
MTGFEE 36.00
TOTAL 8382.04
CHECK 8382.04

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/09/89 01 14:22 0001 2937

80801

IDENTIF. REFERENCE

Nov 9 2 22 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 265792