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SUCCESSOR TRUSTEE'S DEED AND BILL OF SALE

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Connecticut Mutual Life Insurance Company 140 Garden Street Hartford Conn. 06154	New Owner	163-296

This instrument prepared by: Boult, Cummings, Conners & Berry (WLN)
P.O. Box 198062, Nashville, Tennessee 37219

WHEREAS, NOONEY REAL PROPERTY INVESTORS-SEVEN, by Deed of Trust and Security Agreement (the "Deed of Trust") dated December 17, 1985, transferred and conveyed to Jolyan A. Butler, Trustee, the property described in Exhibit A hereto (the "Property") (said Deed of Trust being of record in Book 6741, page 282, Register's Office for Davidson County, Tennessee); and

WHEREAS, William L. Norton, III has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust (said Appointment of Successor Trustee being of record in Book 7976, page 846, said Register's Office); and

WHEREAS, the lawful holder and owner of said debt has been granted relief from the stay under that Agreed Order entered August 16, 1989, by the United States Bankruptcy Court for the Middle District of Tennessee, Case No. 388-02975, filed of record in Book 7976, page 557, said Register's Office; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid, and the lawful holder and owner of said debt has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at twelve o'clock (noon), December 5, 1989, at the Davidson County Courthouse, Nashville, Tennessee when and where Connecticut Mutual Life Insurance Company ("Grantee"), became the highest bidder for cash at the price of Six Million and no/100 ($6,000,000.00).

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, William L. Norton, III, Successor Trustee, hereby conveys the Property to the Grantee and the Grantee's heirs or successors and assigns.

TO HAVE AND TO HOLD said land in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

William L. Norton, III, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs or successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following:

1. Any and all unpaid taxes and assessments, plus interest and penalty, if any.
2. Declaration of covenants and restrictions of record in Book 6301, page 745, said Register's Office.
3. Joint easement as set out in Deed of record in Book 6196, page 135, said Register's Office.
4. Easement for right-of-way of Bell Road section of Old Hickory Boulevard granted by Deed of record in Book 2740, page 188, said Register's Office.
5. The rights of parties for ingress and egress to graveyard reserved in Deed of record in Book 256, page 368, said Register's Office.
6. Easement for right-of-way of Rice Road, as shown on the survey of Cumberland Techtonics, Inc. revised 1/3/84.
7. Easement for gas transmission by Deed of record in Book 2203, page 575, said Register's Office.
8. Storm Water Detention Agreement of record in Book 6254, page 487, said Register's Office.
9. Subject to all matters as shown on the survey made by Ahler-Martin Co. dated July 9, 1985, as revised October 21, 1985 and October 25, 1985, Project No. 84034.
10. Subject to all matters shown on the recorded Plan of Bellwood Trace of record in Book 6250, page 13, said Register's Office.
11. Any and all other prior restrictions, encumbrances, or liens of any nature.

Dated this 5th day of December, 1989.

William L. Norton III

William L. Norton, III, as
Successor Trustee, and not
otherwise

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Debra L. Warren, a Notary Public in and for said County and State, the within named William L. Norton, III, Successor Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 5th day of December, 1989.

Debra L Warren
Notary Public

My Commission Expires: 1/23/93

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,000,000.00.

AFFIANT, AGENT FOR CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

Subscribed and sworn to before me this 5th day of December, 1989.

Debra L Warren
Notary Public

My Commission Expires: 1/23/93

EXHIBIT A

A tract of land in the Second Civil District of Nashville, Davidson County, Tennessee, known as Lot No. 1 on the Plan of Bellwood Trace of record in Book 6250, page 13, Register's Office for said County and located on the Southeasterly margin of Bell Road, between Interstate Highway 24 and Murfreesboro Road and being more fully described as follows:

Beginning at a point in the Southeast margin of Bell Road, said point being approximately 3,660 feet South of the intersection of Bell Road and Murfreesboro Road and the Southwesterly common corner between said tract of land and the Ray Leonard Property as of record in Deed Book 4467, page 716 and Book 5418, page 449, R.O.D.C., TN.

Thence with the common line of Leonard, S 41 degrees 46 minutes 11 seconds a distance of 222.78 feet to a point in the westerly line of the first Suburban Utility District of Davidson County, Tennessee as evidenced in Book 3344, page 471, R.O.D.C., Tennessee, thence S 61 degrees 28 minutes 34 seconds W a distance of 78.60 feet to a point, thence S 28 degrees 29 minutes 26 seconds E a distance of 200.01 feet to a point, thence N 61 degrees 27 minutes 58 seconds E a distance of 445.51 feet to a point in the center of Rice Road (unimproved) as evidenced in Book 2203, page 575, Book 2875, page 299, Book 4457, page 337, R.O.D.C., Tennessee, thence with the centerline of Rice Road, S 34 degrees 36 minutes 53 seconds E a distance of 130.15 feet to a point, thence continuing, S 25 degrees 54 minutes 18 seconds E a distance of 341.46 feet to a point, thence continuing, S 17 degrees 00 minutes 56 seconds E a distance of 50.11 feet to a point, thence continuing, S 1 degree 04 minutes 16 seconds E a distance of 67.55 feet to a point, thence continuing, S 1 degree 43 minutes 28 seconds W a distance of 255.86 feet to a point, thence continuing, S 2 degrees 02 minutes 57 seconds W a distance of 90.00 feet to a point, thence leaving said centerline of Rice Road (unimproved) and severing the lands of Hoover, Ephriam H III as evidenced in Book 4991, page 880, R.O.D.C., Tennessee, S 44 degrees 31 minutes 58 seconds W a distance of 665.00 feet to a point, thence N 60 degrees 20 minutes 00 seconds W a distance of 450.00 feet to a point, thence N 19 degrees 00 minutes 55 seconds E a distance of 250.00 feet to a point, thence N 50 degrees 54 minutes 17 seconds W a distance of 662.15 feet to a point in the easterly margin of Bell Road, thence with said easterly margin of Bell Road, N 40 degrees 39 minutes 51 seconds E a distance of 49.65 feet to a point, thence continuing N 49 degrees 55 minutes 06 seconds W a distance of 14.47 feet to a point, thence continuing N 40 degrees 23 minutes 38 seconds E a distance of 500.00 feet to a point, thence with a curve to the left, having a radius of 1477.39 feet and a central angle of 10 degrees 04 minutes 53 seconds (chord bearing of N 35 degrees 21 minutes 12 seconds E and distance of 259.62 feet) a distance of 259.90 feet to the point of beginning and containing 25.50 acres, more or

less, according to an as built survey by Ahler-Martin Co. Project No. 84034, dated July 9, 1985, revised October 21, 1985 and October 25, 1985.

Being the same property conveyed to Nooney Real Property Investors-Seven, a Missouri limited partnership by deed from Kennth R Lokey, Trustee and Kenneth R. Lokey, Individually of record in Book 6696, page 282, said Register's Office.

Included in this sale pursuant to the Deed of Trust and Security Agreement will be the following described personal property and fixtures:

Any and all machinery, apparatus, equipment and fixtures now or hereafter attached to, or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement, including, but without limiting the generality of the foregoing, all refrigerators, laundry equipment, furniture, furnishings, office equipment, elevators, escalators, tanks, dynamos, motors, generators, switchboards, communications equipment, electrical equipment, television and radio systems, heating, plumbing, lifting and ventilating apparatus, air cooling and air conditioning apparatus, gas and electric fixtures, fittings and machinery and all other equipment of every kind and description, and all renewals and replacements thereof and articles in substitution thereof used or procured for use in the operation of any and all such buildings structures and improvements whether or not the same are attached to said buildings, structures or other improvements in any manner, same shall be deemed to be fixtures and part of the real estate and covered by the Deed of Trust. To the extent any of the improvements are not deemed real estate under the laws of the State of Tennessee, same shall be deemed personal property and the Deed of Trust is a Security Agreement, as well as a deed of trust, for the purposes of creating hereby a security interest in said personal property as provided therein.

The street address of the Property is:

630 Bell Rd. (The Preakness Apartments)
Antioch, Tennessee 37013

WP:JDHEXA:CONN

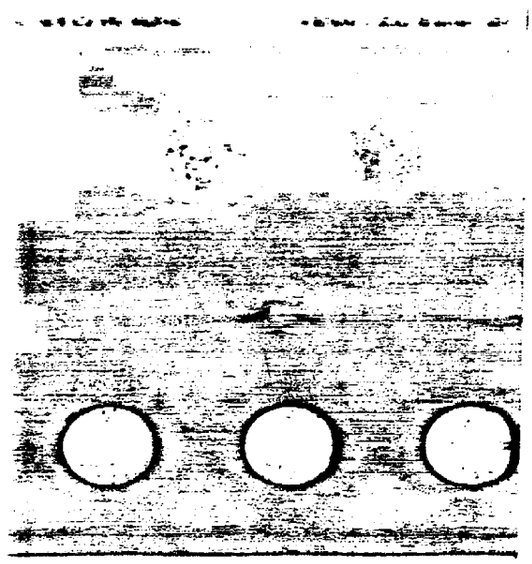
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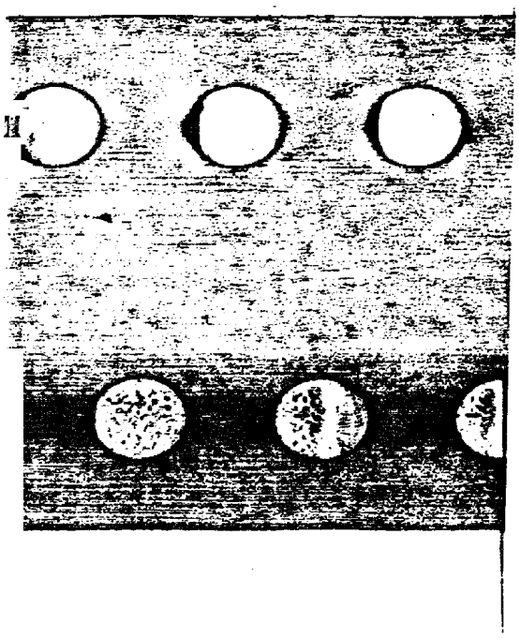
IDENTIF. TREFERENCE

Dec 7 2 59 PM '89

FELIX Z. ANDERSON, REGISTER
DAVIDSON COUNTY TN.

2892 12/07 0101 03CHECK 19816.00





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

RECEIVED OF _____

FOR _____

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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 6000000.00
CON TX 19800.00
PRFEE 1.00
WDEED 15.00
TOTAL 19816.00
CHECK 19816.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/07/89 01 14:57 0001 2892

87892

IDENTIF. TREFERENCE

DEC 7 2 59 PM '89

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY TN.

No. 274083