THIS DOCUMENT PREPARED BY:

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Locke Purnell Rain Harrell
(A Professional Corporation)
325 N. St. Paul, Suite 3000
Dallas, Texas 75201

53852/93024

File 2

BOOK 8047 PAGE 266

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

LOMAS MORTGAGE USA, INC., a Connecticut corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the execution and delivery by GREENBRIAR ASSOCIATES, L.P., a Tennessee limited partnership ("Grantee"), of a Promissory Note, of even date herewith (the "Note"), payable to the order of Grantor in the original principal sum of $7,000,000, bearing interest and being payable as therein provided, secured by a Vendor's Lien hereby retained and further secured by the lien of a Tennessee Deed of Trust (With Security Agreement and Assignment of Rents and Leases), of even date herewith, executed by Grantee to Rhonda E. Parker, Trustee, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto Grantee that certain land located in Davidson County, Tennessee, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the title exceptions described below, unto Grantee and Grantee's successors and assigns forever; and Grantor and its successors do hereby covenant and agree to and with Grantee, its successors and assigns, that Grantor is lawfully seized in fee of the Property; that the same are free of all encumbrances, except that this conveyance is made subject to the title exceptions set forth in Exhibit B, attached hereto, and except for ad valorem taxes assessed against the Property for the calendar year 1990, which are hereby assumed by Grantee; that Grantor has good right to sell and convey the same to Grantee as aforesaid; and that Grantor will defend the Property, against the lawful claims of all persons claiming, by, through or under Grantor, but not further or otherwise.

ADDRESS OF PROPERTY OWNER AND
ENTITY RESPONSIBLE FOR THE PAYMENT
OF REAL PROPERTY TAXES:

615 Main Street
Nashville, Tennessee 37206

PROPERTY ADDRESS:

Greenbriar Business Park
Reunaker Place Drive
Nashville, TN 37214

Map - Parcel No. 95-106
Field Book No. 3 DZ 7545 2

But it is expressly agreed that a Vendor's Lien and superior title in and to the Property are hereby retained by Grantor until the Note is paid in full, at which time this Deed shall become absolute.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ANY FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED), CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY SUCH IMPROVEMENTS AND (iii) THE MANNER OR REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 31st day of January, 1990.

LOMAS MORTGAGE USA, INC.,
a Connecticut corporation

By: _____
F. Russ Nicholson,
Authorized Officer

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared F. Russ Nicholson with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be an Authorized Officer of LOMAS MORTGAGE USA, INC., a Connecticut corporation, the within named bargainor and that he as Authorized Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such Authorized Officer.

Witness my hand this 31st day of January, 1990.

(S E A L)

Patsi B. Gregory
Notary Public in and for
said County and State

My Commission expires:

2-1-94

Print Name of Notary:

PATSI B. GREGORY

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Affiant hereby swears that, to the best of his knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever, is greater, is $7,750,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

F. Russ Nicholson

Patsi B. Gregory

Notary Public in and for
said County and State

(NOTARY PUBLIC AT LARGE OF TENNESSEE)

My Commission Expires:

1-94

Print Name of Notary:

PATSI B. GREGORY

EXHIBIT A

Property Description

GREENBRIAR BUSINESS CENTER

Being a parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, located north of Interstate I-40, west of Donelson Pike, and south of Elm Hill Pike, more particularly described as follows:

Beginning at an iron pin in the east margin of Perimeter Place, being the northerly corner of Sam Moore, et al,

Thence, with a curve to the right along the east margin of Perimeter Place, said curve having a central angle of 49°17'03", a radius of 301.95 feet, a chord of 251.80 feet, bearing N 33°03'53" E, and a curve length of 259.73 feet to a concrete monument,

Thence, N 57°42'27" E, 115.35 feet to an iron pin,

Thence, with a curve to the right having a central angle of 32°57'52", a radius of 390.82 feet, a chord of 221.77 feet, bearing N 74°11'23" E, and a curve length of 224.85 feet to a concrete monument,

Thence, S 89° 19' 41" E, 201.32 feet to an iron pin,

Thence, leaving Perimeter Place S 00°41'52" W, 49.34 feet to an iron pin,

Thence, S 36°36'50" E, 369.24 feet to an iron pin,

Thence, S 53°22'10" W, 40.14 feet to an iron pin,

Thence, S 36°36'50" E, 57.59 feet to a point in the westerly line of Sam Moore, et al,

Thence, S 42°31'37" W, with said Moore, 243.40 feet to an iron pin,

Thence, S 29°30'03" W, 146.37 feet to an iron pin,

Thence, S 63°19'40" W, 280.45 feet to an iron pin,

Thence, N 36°34'06" W, 644.77 feet to the point of beginning,

Containing, 467,205 Sq.Ft., 10.726 Acres

53852/93024

EXHIBIT B

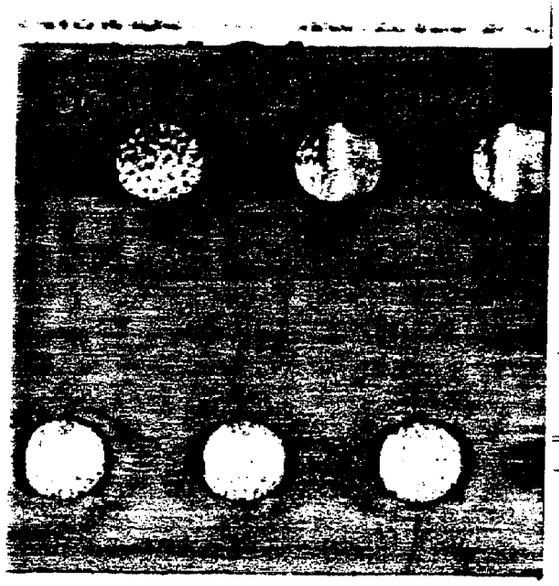
PERMITTED EXCEPTIONS

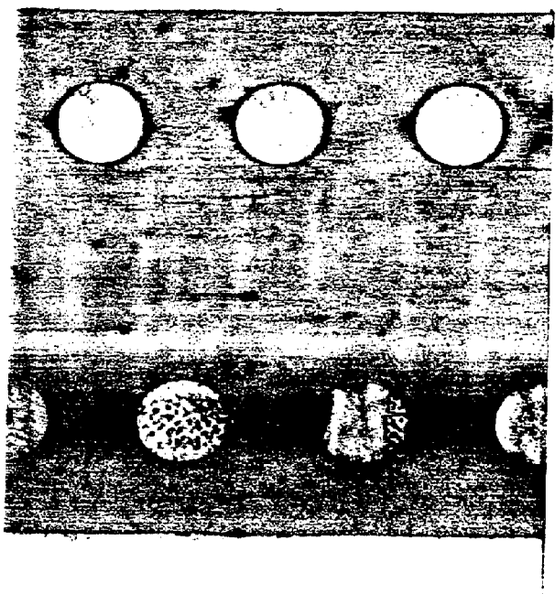
1. Taxes for the year 1990, a lien, but not yet due and payable.

2. All items as shown on the Final Subdivision Plat, Greenbriar Business Park, as of record in Book 6900, Page 81, Office of the Register, Davidson County, Tennessee.

3. Easement for ingress and egress as of record in Book 7130, Page 674, Office of the Register, Davidson County, Tennessee.

0 4 4 4 4
IDENTIF. REFERENCE
FEB 16 12 28 PM '90
FELIX
DAVIDSON COUNTY, TN.
3610 02/16 0101 03CHECK 25.00





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

RECEIVED OF _____

FOR _____

BOOK 8047 PAGE 272

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 7750000.00
ERR CO
CAMT 7750000.00-
CAMT 7750000.00
CON TX 25575.00
PRFEE 1.00
UCCFD 18.00
TOTAL 25594.00
CHECK 25594.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/16/90 01 12:29 0001 3610

FEB 16 12 28 PM '90
FELIX Z.
DAVIDSON COUNTY

IDENTIF. REFERENCE
04444

No. 293602