THIS INSTRUMENT PREPARED BY:

Fulbright & Jaworski
1301 McKinney
Houston, Texas 77010

MAP &
PARCEL NO.: 86-1-76

BOOK 8114 PAGE 116

GENERAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT, **CHAPMAN & COLE**, a Texas general partnership, acting by and through its general partners, Howard B. Chapman and Robert B. Cole (herein referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid to Grantor by **CHAPMAN FAMILY PARTNERSHIP, LTD.**, a Texas limited partnership, and **COLE FAMILY PARTNERSHIP, LTD.**, a Texas limited partnership (herein together referred to as "Grantee"), whose mailing address is 10300 West Office, Suite 100, Houston, Texas 77042, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY an undivided fifty-eight percent (58%) interest unto Grantee, Chapman Family Partnership, and an undivided forty-two percent (42%) interest unto Grantee, Cole Family Partnership, in and to all those certain tracts or parcels of land located in Davidson County, Tennessee, and being described on **Exhibit "A"** attached hereto, incorporated herein and made a part hereof for all purposes, together with any and all appurtenances belonging or appertaining thereto and any and all improvements located thereon (herein referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the above referenced undivided interests in and to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year shall be paid by Grantee, and Grantee assumes and agrees to pay the same.

It is expressly agreed and understood that Grantee is purchasing the Property subject to certain indebtedness evidenced by that certain Revolving Credit Note dated May 2, 1986, in the original principal amount of $10,000,000.00, executed by Grantor and payable to the order of Allied Bank of Texas (now known as First Interstate Bank of Texas, N.A., and hereinafter referred to as "Lender"), as renewed and extended by that certain Credit Line Note dated August 31, 1987, in the principal amount of $6,810,770.84, executed by Borrower and payable to the order of Lender (herein the $6,810,770.84 renewal Credit Line Note, hereinafter referred to as the "Note"), secured by that certain Correction Deed of Trust dated August 26, 1986, executed by Grantor to James H. Albert, Trustee, and recorded in Book 6987, Page 238 of the Registrar's Office of Davidson County, Tennessee, correcting the Deed of Trust recorded in Book 6976, Page 862 of the Registrar's Office of Davidson County, Tennessee, and by that certain Assignment of Lessor's Interest in Real Property Lease dated August 26, 1986, executed by Grantor in favor of Lender, and recorded in Book 6976, Page 870 of the Registrar's Office of Davidson County, Tennessee, covering that certain real property situated in Davidson County, Tennessee, and described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("Property"); but that Grantee is not assuming and does not assume any of same, and Grantee shall have no personal liability with respect to same.

This conveyance is also subject to any and all restrictions, covenants, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the Property, but only to the extent that they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property.

EXECUTED on this 30th day of April, 1990.

"GRANTOR"

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Unofficial Witness

Unofficial Witness

CHAPMAN & COLE, a Texas general partnership

By: _____
Howard B. Chapman, general partner

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Unofficial Witness

Unofficial Witness

CHAPMAN & COLE, a Texas general partnership

By: _____
Robert B. Cole, general partner

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of April, 1990, by Howard B. Chapman, a general partner of Chapman & Cole, a Texas general partnership, on behalf of said partnership.

_____
Notary Public in and for the State of T E X A S
Printed Name: _____
My Commission Expires: _____

This instrument was acknowledged before me on the 30th day of April, 1990, by Robert B. Cole, a general partner of Chapman & Cole, a Texas general partnership, on behalf of said partnership.

_____
Notary Public in and for the State of T E X A S
Printed Name: _____
My Commission Expires: _____

This instrument was acknowledged before me on the 30th day of April, 1990, by _____, Unofficial Witness, and _____ Unofficial Witness.

_____
Notary Public in and for the State of T E X A S
Printed Name: _____
My Commission Expires: _____

Exhibit "A" - Property Description

EXHIBIT "A"

Tract One (1), of the Revised Plan of Hermitage Professional Mall as recorded in Book 6200, Page 338, Registered Office for Davidson County, Tennessee, also known as 3462 Lebanon Road, Hermitage, Tennessee.

Being the same property conveyed to Chapman & Cole (a Texas General Partnership) by Deed from Automotive Franchise Corporation, of record in Book 6901, Page 743, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 116,823.02
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 21st DAY OF May 1990.
Deputy Register

Owner and Tax Bills To:

Chapman Family Partnership, Ltd.
and
Cole Family Partnership, Ltd.
10300 West Office
Suite 100
Houston, Texas 77042

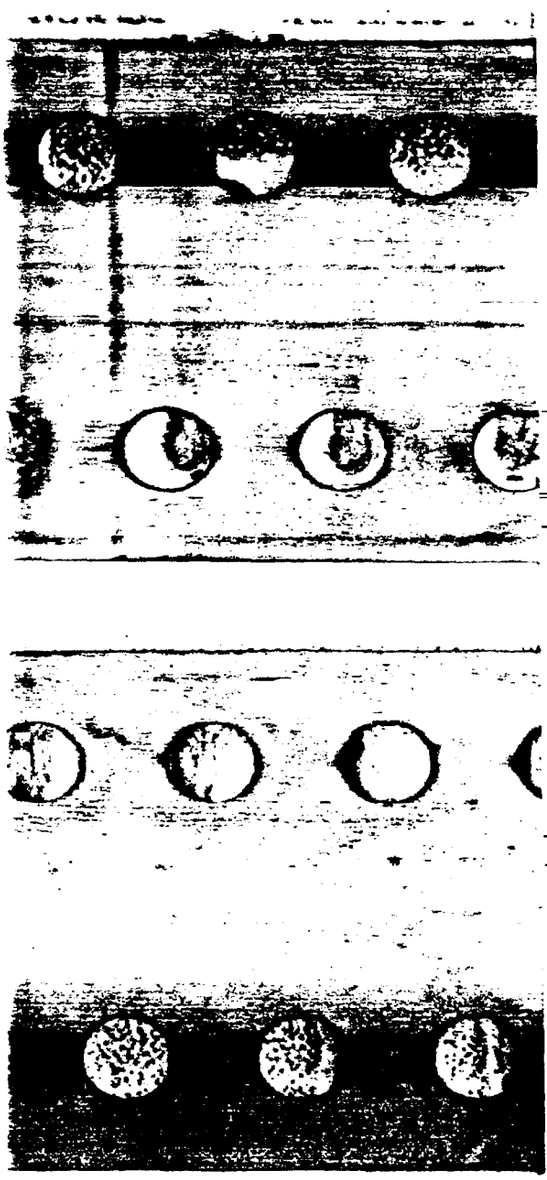
B/SIB/4019PROP-1

27591

MAY 22 2 53 PM '90

MAIL ENV.

3736 05/22 0101 03CHECK 395.44



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

RECEIVED OF _____

FOR _____

BOOK 8114 PAGE 119

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 116823.00
				CON TX 385.44
				PRFEE 1.00
				MDEED 9.00
				TOTAL 395.44
				CHECK 395.44
05/22/90	01			14:53 0001 3736

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

27991

IDENTIFICATION REFERENCE

MAY 22 2 53 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 321158