Box 36

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace
Ortale, Kelley, Herbert & Crawford
Third Floor, Noel Place
200 Fourth Avenue North
Nashville, TN 37219-0375

BOOK 8315 PAGE 759

01500

SPECIAL WARRANTY DEED

IDENTIFICATION

Name and Address of New Owner:
Brandywine Pointe Partners, L.P.
3017 Poston Avenue
Nashville, TN 37203

MAR 25 2 10 PM '91
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

Send Tax Bills To:
New Owners

Street Address of Subject Property:
Unimproved

Map-Parcel No:
64-8

For and in consideration of the assumption of Deed of Trust securing an indebtedness to G. Keeling Turner, II and James Miller Turner of record in Book 7994, Page 194, and Deed of Trust securing an indebtedness to First Security National Bank and Trust Company of Lexington of record in Book 7994, Page 209, both of record in the Register's Office for Davidson County, Tennessee, the receipt and adequacy of which are hereby acknowledged, **STM/BRANDYWINE POINTE LIMITED PARTNERSHIP, A KENTUCKY LIMITED PARTNERSHIP,** hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey, in reliance upon a loan policy of title insurance issued by American Title Insurance Company in favor of First Security National Bank and Trust Company of Lexington, Policy No. 60-709144 and an endorsement thereto No. 90-667628, unto **BRANDYWINE POINTE PARTNERS, L. P., A TENNESSEE LIMITED PARTNERSHIP,** hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

SEE EXHIBIT "A" ATTACHED.

This conveyance is made subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property and all matters shown on the recorded plans of record in Book 7900, Pages 171 and 172, Register's Office for Davidson County, Tennessee. Subject to Declaration of Covenants, Conditions and Restrictions of record in Book 8120, Pages 170 and 188, Register's Office for Davidson County, Tennessee.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its heirs, successors and assigns, forever.

And the Grantor covenants with the Grantee, that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered except as shown on Exhibit "B" attached.

The Grantor further covenants and binds itself, its successors and representatives to warrant and defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on this the 23rd day of March, 1991.

STM/BRANDYWINE POINTE LIMITED PARTNERSHIP, A KENTUCKY LIMITED PARTNERSHIP

BY: STM/BRANDYWINE, INC.
A KENTUCKY CORPORATION

BY: Robert H. Marrett
TITLE: Pres.

STATE OF Kentucky]
COUNTY OF Jefferson]

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared Robert H. Marrett, 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 President of STM/Brandywine, Inc., a Kentucky corporation, and general partner of STM/Brandywine Pointe Limited Partnership, a Kentucky Limited Partnership, the within named bargainor, and that as such general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal, at Louisville, Ky., this 23rd day of March, 1991.

Debra J. Henbree
NOTARY PUBLIC
My commission expires: July 13, 1991

STATE OF Tennessee]
COUNTY OF Davidson]

The actual consideration or value, whichever is greater for this transfer is $4,682,519.48.

G. Kelly Turner
Affiant

Subscribed and sworn to before me, this the 21st day of March, 1991.

Notary Public
My Commission Expires: 3/26/94

EXHIBIT "A"

Beginning at a concrete monument lying in the Northerly margin of Shute Lane; said point being the Southeast corner of Brandywine Farms, Section 19, of record in Plat Book 5050, Page 12, R.O.D.C., Tennessee; said point also being the Southwest corner of the property described herein; thence leaving said northerly margin of Shute Lane and with the Easterly line of Brandywine Farms Section 19 and Brandywine Farms Section 17, as of record in Plat Book 4860, Page 70, R.O.D.C., Tennessee, North 07 deg. 01' 08" East a distance of 665.00 feet to a concrete monument; thence North 07 deg. 04' 35" East a distance of 565.82 feet to a concrete monument; thence North 07 deg. 02' 11" East a distance of 232.38 feet to a concrete monument; thence North 07 deg. 02' 19" East a distance of 1,329.59 feet to a concrete monument; thence North 07 deg. 05' 07" East a distance of 1,470.61 feet to a concrete monument in the Southerly line of Old Hickory Lake; thence with said line South 71 deg. 22' 02" East a distance of 779.91 feet to an iron rod; thence South 15 deg. 07' 34" East a distance of 669.92 feet to an iron rod; thence North 43 deg. 51' 45" East a distance of 740.06 feet to an iron rod; thence South 83 deg. 38' 26" East a distance of 340.14 feet to an iron rod; thence South 13 deg. 05' 37" East a distance of 130.11 feet to an iron rod; thence South 07 deg. 37' 40" West a distance of 769.99 feet to an iron rod; thence South 18 deg. 36' 30" East a distance of 319.88 feet to an iron rod; thence South 19 deg. 23' 38" West a distance of 660.00 feet to an iron rod; thence North 83 deg. 46' 25" East a distance of 422.20 feet to a point in the Westerly line of the Louise Fuller Maxwell property as of record in Deed Book 4997, Page 745, R.O.D.C., Tennessee; thence with said line South 07 deg. 44' 08" West a distance of 2,412.40 feet to an iron rod on the Northerly margin of Old Shute Lane; thence with said margin North 82 deg. 31' 08" West a distance of 460.88 feet to an iron rod in the Northerly margin of Shute Lane; thence with a curve to the left, said curve having a radius of 746.20 feet, an arc length of 231.65 feet and a chord bearing and distance of North 73 deg. 27' 36" West 230.72 feet to an iron rod; thence North 82 deg. 21' 13" West a distance of 1,529.09 feet to the point of beginning, containing 192.72 acres more or less.

Being the same property conveyed to STM/Brandywine Pointe Limited Partnership, a Kentucky Limited Partnership by deed from James Miller Turner and wife, Polly M. Turner and Grayson Keeling Turner, unmarried of record in Book 7994, Page 190, Register's Office for Davidson County, Tennessee.

INCLUDED BUT EXCLUDED FROM THE ABOVE DESCRIPTION ARE THE FOLLOWING SOLD LOTS:

Being Lot Nos. 40, 69, 70, 72, 74, 75 and 150 on the plan of Phase One, Section 1, revised plat of Brandywine Pointe, a Planned Unit Development of record in Book 7900, Page 171, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

Being Lot Nos. 234, 266, 278, 279, 280, 285, 289, 290, 291, 292, 293, 294, 295, 300, 301, 302, 304, 305 and 306 on the plan of Phase One, Section 2, revised plat of Brandywine Pointe, a Planned Unit Development of record in Book 7900, Page 172, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

EXHIBIT "B"

1. Deed of Trust executed by STM/Brandywine Pointe Limited Partnership to Douglas A. Brace, Trustee, as of record in Book 7994, Page 194, Register's Office for Davidson County, Tennessee, to secure payment to G. Keeling Turner, II and James Miller Turner, one note dated November 29, 1989, for the principal sum of $2,550,000.00.

2. Deed of Trust executed by STM/Brandywine Pointe Limited Partnership to D. Reed Houk, Trustee, as of record in Book 7994, Page 209, to secure payment to First Security National Bank and Trust Company of Lexington, Register's Office for Davidson County, Tennessee, dated November 29, 1989, to secure payment of the sum of $4,500,000.00.

3. Equity Participation Agreement by and between STM/Brandywine Pointe Limited Partnership, and First Security National Bank and Trust Company of Lexington, as of record in Book 7994, Page 230, Register's Office for Davidson County, Tennessee.

4. Collateral Assignment by and between STM/Brandywine Pointe Limited Partnership and First Security National Bank and Trust Company of Lexington, as of record in Book 7994, Page 247, Register's Office for Davidson County, Tennessee.

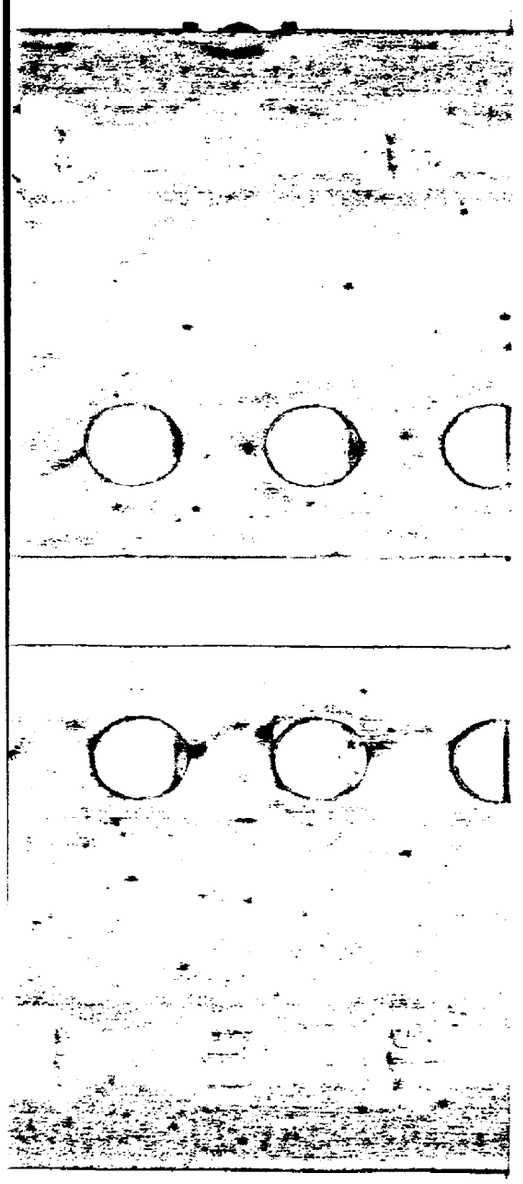
5. Financing Statements filed under the Uniform Commercial Code by and between STM/Brandywine Pointe Limited Partnership, Debtor, and First Security National Bank and Trust Company, Secured Party, as of record in Book 7994, Page 263, Register's Office for Davidson County, Tennessee, and Reference No. 718356 and 718537, Secretary of State of the State of Tennessee.

6. Title to that portion of the premises within the bounds of the high and low water mark of Old Hickory Lake.

5299 03/25 0101 03CHECK 15465.25

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 8315 PAGE 763

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 4682519.48
				CON TX 15452.25
				PRFEE 1.00
				WDEED 12.00
				TOTAL 15465.25
				CHECK 15465.25
03/25/91		01		14:10 0001 6299

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01500

IDENTIF. REFERENCE

MAR 25 2 10 PM '91

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

No. 407042