This instrument prepared by:
Warren H. Wild, Jr.
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map and Parcel No.: |
|---|---|---|
| The North Atlantic Life Insurance Company of America<br>c/o Washington Square Capital, Inc.<br>625 Marquette Avenue South<br>Northstar West<br>P. O. Box 9402<br>Minneapolis, MN 55440 | SAME | 119-0-005 |

IDENTIF. REFERENCE

056113

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 1st day of April, 1991, by Warren H. Wild, Jr., Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust and Security Agreement dated February 7, 1983, of record in Book 6004, page 578, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Nashville Corporate Center Associates, a Tennessee Limited Partnership, as owner in fee simple of the fee estate and as owner of the lessor's interest in the leasehold estate created by a Lease dated June 16, 1983, as amended (the "Lease"), the Lease being evidenced by a Memorandum of Lease of record in Book 5485, page 669, said Register's Office, and by a Memorandum of Amended and Restated Lease of record in Book 8065, page 83, said Register's Office; and Nashville Corporate Center Company, a Tennessee general partnership, as owner of lessee's interest in the leasehold estate created by the Lease, conveyed to Richard D. Crotteau, Esq., Trustee, the hereinafter described real property ("Real Property") and personal property ("Personal Property") and leasehold estate (collectively, the "Property") to secure payment to The North Atlantic Life Insurance Company of America, a New York corporation ("North Atlantic"), of a Promissory Note in the original principal amount of $800,000.00 (the "Note"); and

WHEREAS, the indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust declared the Deed of Trust and Note to be in default; and

WHEREAS, the lawful holder of the Note, North Atlantic, appointed Warren H. Wild, Jr., to serve as Successor Trustee in place of Richard D. Crotteau, Esq., Trustee, in accordance with the terms of said Deed of Trust by an instrument of record in Book 8258, page 947, Register's Office for said County; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Successor Trustee to sell the Property held as security under the Deed of Trust as provided therein and pursuant to T.C.A. Section 47-9-501(4), and the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in The Nashville Record that the Property would be sold at 11:00 a.m. on January 18, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on December 27, 1990, January 3, 1991, and January 10, 1991, and sent a copy of such notice to Nashville Corporate Center Associates and Nashville Corporate Center Company, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, announced the postponement and rescheduling of the foreclosure sale to 11:00 A.M. on February 20, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at the request of North Atlantic and in accordance with the terms of the Deed of Trust, North Atlantic being the sole bidder who then appeared; and

WHEREAS, the Successor Trustee appeared at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 A.M. on February 20, 1991, and again offered the property for sale, and after opening the floor for

competitive bids, announced the postponement and rescheduling of the foreclosure sale to 11:00 A.M. on March 8, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at the request of North Atlantic and in accordance with the terms of the Deed of Trust, North Atlantic being the sole bidder who then appeared; and

WHEREAS, the Successor Trustee appeared at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 A.M. on March 8, 1991, and again offered the property for sale, and after opening the floor for competitive bids, announced the postponement and rescheduling of the foreclosure sale to 11:00 A.M. on March 25, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at the request of North Atlantic and in accordance with the terms of the Deed of Trust, North Atlantic being the sole bidder who then appeared; and

WHEREAS, the Successor Trustee appeared at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 A.M. on March 25, 1991, and again offered the property for sale, and after opening the floor for competitive bids, announced the postponement and rescheduling of the foreclosure sale to 11:00 A.M. on April 1, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at the request of North Atlantic and in accordance with the terms of the Deed of Trust, North Atlantic being the sole bidder who then appeared; and

WHEREAS, the Successor Trustee appeared at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, at 11:00 A.M. on April 1, 1991, and offered the Property for sale, and after opening the floor for competitive bids, sold said Property to The North Atlantic Life Insurance Company of America, a New York corporation, at the price of Four Hundred Twenty Five Thousand and No/100 Dollars ($425,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, WARREN H. WILD, JR., SUCCESSOR TRUSTEE as aforesaid, in consideration of the premises and the sum of Four Hundred Twenty Five Thousand and No/100 Dollars ($425,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The North Atlantic Life Insurance Company of America, a New York corporation, its successors and assigns, all of my right, title and interest in and to the following described Property (the "Real Property"), but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of The Resubdivision of Lot 16 on the Resubdivision of Section 12, The Plus Park of record in Book 5200, page 482, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at an iron pin in the easterly right-of-way of Interstate Highway 24 said point being the southwesterly corner of the herein described tract; thence with the right-of-way of Interstate Highway 24; North 3° 10' West a distance of 209.36 feet to an iron pin; thence leaving said right-of-way North 89° 43' 56" East 549.05 feet to an iron pin in the westerly margin of Plus Park Boulevard; thence with the westerly margin of Plus Park Boulevard, South 24° 51' 16" East 27.49 feet to an iron pin; thence leaving Plus Park Boulevard, South 89° 43' 56" West 309.61 feet to an iron pin; thence South 0° 41' 04" East 181.36 feet to an iron pin; thence South 89° 05' West 241.63 feet to the point of beginning; said property being depicted on a survey by Aher - Martin Co., License No. 946, 110 Carriage Drive, Nashville, Tennessee.

Being a portion of the property conveyed to Nashville Corporate Center Associates by deed of record in Book 5691, page 236, Register's Office for Davidson County, Tennessee.

Together with all the estates and rights in and to the Real Property and in and to lands lying in streets, alleys and roads adjoining the Real Property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Real Property.

Together with the leasehold estate of both lessor and lessee in and to the leasehold estate created by the Lease and any modifications, renewals and extensions

thereof, as well as all options to purchase the fee estate heretofore or hereafter granted, together with any interest of Nashville Corporate Center Company in the Premises (as such term is defined in the Deed of Trust).

Together with all buildings, improvements, fixtures, fittings and furnishings, now or hereafter attached to, located at, or placed in the improvements on the Real Property, including, without limitation (i) all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, (ii) all maintenance supplies and repair equipment, (iii) all draperies, carpeting, floor coverings, screens, storm windows and window coverings, blinds, awnings, shrubbery and plants, (iv) all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest in any such items hereafter acquired or conditional sales agreement under which the same is acquired.

This is improved property located at 285 Plus Park Boulevard, Nashville, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from all equity of redemption, homestead, dower and all other exemptions and marital rights as provided in, but only to the extent provided in, said Deed of Trust.

The property described above is being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Said sale is subject to the following to the extent applicable on the date hereof:

1. Any and all unpaid real estate or personalty taxes.
2. Such plats, easements and restrictions as may be applicable, including the following:
   (a) The plan of record in Book 5200, page 482, said Register's Office.

(b) Memorandum of Agreement of record in Book 4490, page 270, as amended in Book 4656, page 609, said Register's Office.
(c) Easement of record in Book 6004, page 571, said Register's Office.
(d) Easements, Covenants and Restrictions of record in Book 6668, page 755, said Register's Office.

3. Any restrictions on the transferability of any of the personal property (such as licenses, franchises, permits and other items) described above.
4. Lack of direct access to Interstate I-24.
5. Other matters, if any, which take priority over the Deed of Trust under which said foreclosure was held, including without limitation, liens, defects, encumbrances, claims, adverse claims or other matters.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Warren H. Wild, Jr., Successor Trustee
Warren H. Wild, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

3668 04/10 0101 03CHECK 1421.50

Before me, Deborah A. Hughes, a Notary Public of the State and County aforesaid, personally appeared Warren H. Wild, 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 the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, this 1st day of April, 1991.

Deborah A. Hughes
Notary Public

NOTARY PUBLIC

My commission expires: May 8, 1991

STATE OF Minnesota )
COUNTY OF Hennepin )

The actual consideration or value whichever is greater, for this transfer is Four Hundred Twenty Five Thousand and No/100 Dollars ($425,000.00).

Affiant

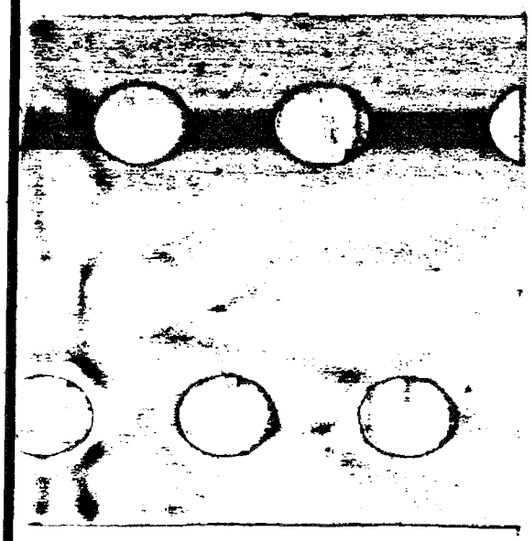
Subscribed and sworn to before me this the 5 day of April, 1991.

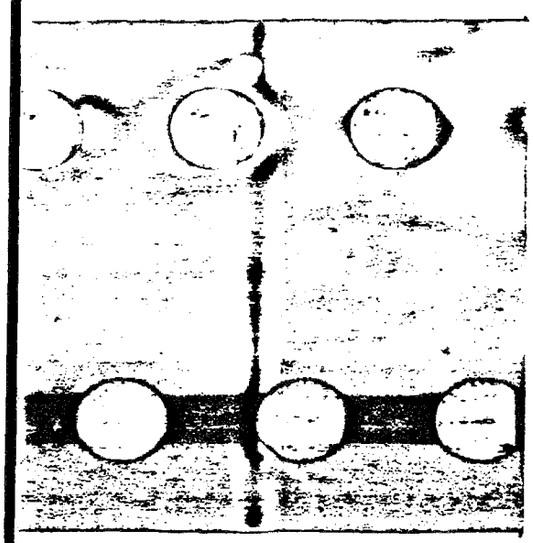
BECKY WINGNESS
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My commission expires 8/8/94

Becky Wingness
Notary Public

My commission expires: 8-8-94

0907w/04-01-91





**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 8327 PAGE 679

| | | |
|---|---|---|
| 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 425000.00
CON TX 1402.50
PRFEE 1.00
WDEED 18.00
TOTAL 1421.50
CHECK 1421.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/10/91 01 11:03 0001 3668

0561 3

IDENTIF. REFERENCE

APR 10 11 04 AM '91

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY T.N.

No. 411744