TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 30th day of April, 1991, by and between W. Rowlett Scott, Trustee ("Grantor"), and Massachusetts Mutual Life Insurance Company, a Massachusetts corporation (sometimes referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, on November 11, 1988 Burton Hills Properties Phase II, a Kentucky general partnership ("Borrower"), executed a Deed of Trust ("Deed of Trust") to Grantor, as Trustee, for the benefit of Massachusetts Mutual Life Insurance Company ("Mass Mutual"), to secure a promissory note (the "Note") payable to order of Mass Mutual as described in the Deed of Trust, said Deed of Trust being recorded in Book 7703, Page 310, Register's Office, Davidson County, Tennessee;

WHEREAS, default having occurred in the performance of obligations secured to be performed by the Deed of Trust and all of the indebtedness secured thereby having matured at the option of Mass Mutual, the owner and holder of said indebtedness, and Mass Mutual having requested the undersigned to advertise and sell the property conveyed by said Deed of Trust and still subject to the lien thereof, and in accordance with the terms and provisions of the Deed of Trust;

WHEREAS, in accordance with said request, said property was advertised for sale in The Nashville Record, a weekly newspaper published in Nashville, Davidson County, Tennessee for twenty-one (21) days, by four (4) weekly notices, such notices appearing on April 4, 11, 18 and 25, 1991, giving the time, date, terms, place of sale and description of said property;

THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:

W. Rowlett Scott
Armstrong Allen Prewitt
Gentry Johnston & Holmes
1900 One Commerce Square
Memphis, Tennessee 38103

WHEREAS, at the time, being 10:00 a.m. on Tuesday, April 30, 1991, and at the place, being the south door of the Davidson County Court House, Nashville, Tennessee, as advertised aforesaid, said property was offered for sale at public outcry to the highest bidder for cash, in accordance with all of the terms and requirements of said Deed of Trust, and the aforesaid advertisement for sale, at which sale said property was struck off and sold to Purchaser for the sum of $ 9,000,000.00 , that being the highest cash bid, and pursuant thereto this conveyance is now made of said property to Purchaser; and

WHEREAS, Mass Mutual, being the owner and holder of said Note for which said property was sold, has complied with the terms of the sale by paying into the hands of the undersigned the expenses of the sale, the balance of said purchase price being credited on the indebtedness secured by the Deed of Trust.

NOW, THEREFORE, Grantor, for and in consideration of the premises, hereby bargains, sells and conveys said property unto Purchaser, in bar of equity of redemption, statutory right of redemption, homestead, dower and all other rights and exemptions, all of which are expressly waived in the Deed of Trust, said property being situated in the County of Davidson, and State of Tennessee and being more particularly described as follows:

FEE SIMPLE TRACT - TRACT I

Being a tract of land in the 33rd Councilmanic District of Nashville, Davidson County, Tennessee and being Parcel 2, Tract 2 as shown on the "Resubdivision of Tracts 1, 2, and 11 of Burton Hills" as of record in Plat Book 6250, Page 978, Register's Office, Davidson County, Tennessee and being the same property conveyed to Burton Hills Properties Phase II, a Kentucky general partnership, by Special Warranty Deed of record in Book 6977, Page 918, more particularly described as follows:

Beginning at an existing iron rod, said rod located on the westerly line of the property described herein, also being the northeasterly corner of Parcel 17, Tract 17, and located on the southerly line of Parcel 1, Tract 1, said rod being North 47°01'57" East 117.06 feet, North 29°04'20" East 105.81 feet, North 39°52'35" East 236.95 feet; thence North 45°37'20" East 55.30 feet, South

45°00'00" East 431.98 feet from a concrete monument in the easterly right-of-way of Hillsboro Road and intersection of Burton Hill Boulevard; thence South 45°00'00" East 52.43 feet to an existing iron rod; thence North 45°00'00" East 100.00 feet to an existing iron rod; thence South 45°00'00" East 238.00 feet to an existing iron rod; thence South 45°00'00" West 459.47 feet to an existing P.K. Nail in the northerly right-of-way of Burton Hills Boulevard; thence with said right-of-way and a curve to the left, said curve having a radius of 969.00 feet, an arc length of 317.49 feet and a chord bearing and distance of North 54°37'41" West 316.07 feet to an existing P.K. Nail; thence leaving said right-of-way North 26°02'15" East 225.56 feet to an existing P.K. Nail; thence with a curve to the right, said curve having a radius of 1194.56 feet, an arc length of 98.64 feet, and a chord bearing and distance of South 61°38'20" East 98.61 feet to an existing P.K. Nail; thence North 45°00'00" East 170.78 feet to the point of beginning and containing 3.359 acres or 146,317.5 square feet, more or less.

EASEMENT TRACTS - TRACTS II, III, and IV

Easements for ingress and egress and pedestrian and traffic circulation to and from Burton Hills Boulevard over paved driveways under the Declaration of Reciprocal Rights and Easements dated November 14, 1988 of record in Book 7703, Page 301, in the Register's Office of Davidson County, Tennessee, on and across the following described property:

TRACT II

Land in Davidson County, Tennessee, being Parcel 18, Tract 18 on the Plan of the Resubdivision of Tracts 15 and 18, Burton Hills, of record in Book 6900, Page 607, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

TRACT III

Land in Davidson County, Tennessee, being Parcel 22, Tract 22 on the Plan of the Resubdivision of Tracts 15 and 18, Burton Hills, of record in Book 6900, Page 607, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

TRACT IV

Land in Davidson County, Tennessee, being Parcel 17, Tract 17 on the Plan of the Resubdivision of Tracts 1, 2 and 11 of Burton Hills of record in Book 6250, Page 978, as amended in Book 6900, Page 304, Register's Office for Davidson County, Tennessee, to which plans reference is hereby made for a more complete description.

Tracts II, III, and IV being part of the same property conveyed to Burton Hills Properties, a Kentucky general partnership, by Special Warranty Deed of record in Book 6326, Page 580, Register's Office for Davidson County, Tennessee, and being part of the same property conveyed to Burton Hills Properties, a Kentucky general partnership, by Special Warranty Deed of record in Book 6897, Page 691, said Register's Office.

Subject to:

A. TRACT I (fee parcel):

1. Declaration of Restrictions of record in Book 6326, Page 588 in the Register's Office of Davidson County, Tennessee.

2. Declaration of Covenants, Conditions and Restrictions for Burton Hills Office Park of record in Book 6470, Page 366, said Register's Office.

3. Matters as shown on the Plan of the Resubdivision of Tracts 1, 2 and 11 of Burton Hills of record in Book 6250, Page 978, said Register's Office, as follows: an owner's certificate and notes on the plan which state that, "The requirements of Ordinance #084-142 will apply to the recording of this plat. Tract 1 and 2 constitute Zone lot I, the Commercial Planned Unit Development. The remainder of the property shown hereon constitutes Zone Lot II, The Residential Planned Unit Development. Declaration of Covenants, Conditions, and Restrictions, Burton Hills Office Parks (sic) are of record in Book 6470, Page 366, R.O.D.C. Tracts 3, 4, 5, 6, 7, 8, 9, 10 and 12 are shown for information purposes only and are shown on plat recorded in Book 6250, Page 649, R.O.D.C., TN." Said plan was amended by instrument of record in Book 6900, Page 304, said Register's Office, wherein a portion of Seven Hills Boulevard adjoining the subject property was renamed Burton Hills Boulevard.

4. Conveyances of sanitary sewers of record in Book 7240, Page 543, and Book 7593, Pages 508 and 531 said Register's Office, as located on the survey of MCI Consulting Engineers, Inc., Project No. I013-092, dated October 6, 1988, last revised November 14, 1988, ("Survey").

5. Conveyance of water main of record in Book 7593, Page 570, said Register's Office, as located on the Survey.

6. Sanitary sewers and/or storm drainage easement of record in Book 7519, Page 978, said Register's Office, as located on the Survey.

7. The Declaration of Reciprocal Rights and Easements of record in Book 7703, Page 301, said Register's Office.

8. Rights of certain tenants of TRACT I, as tenants only, to occupy pursuant to certain non-disturbance agreements by Mass Mutual with said tenants.

B. TRACTS II, III, and IV (easement parcels):

1. Declaration of Restrictions of record in Book 6326, Page 588, said Register's Office.

2. Declaration of Covenants, Conditions and Restrictions for Burton Hills Office Park of record in Book 6470, Page 366, said Register's Office.

3. All matters as shown on the Plan of the Resubdivision of Tracts 1, 2 and 11 of Burton Hills of record in Book 6250, Page 978, as amended in Book 6900, Page 304, said Register's Office. (applies to Tract IV only).

4. All matters as shown on the Plan of the Resubdivision of Tracts 15 and 18, Burton Hills, of record in Book 6900, Page 607, said Register's Office. (applies to Tracts II and III only).

5. Conveyances of sanitary sewers and/or water mains of record in Book 7240, Page 543, and Book 7593, Pages 508, 531, and 570, said Register's Office.

6. Sanitary Sewer and/or storm drainage easement of record in Book 7519, Page 978, said Register's Office.

7. Rights of others in and to the use and enjoyment of the easement tracts, as permitted under said Declaration of Reciprocal Rights and Easements of record in Book 7703, Page 301, said Register's Office.

C. Any unpaid Nashville and Davidson County real estate taxes.

TO HAVE AND TO HOLD said property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Purchaser, and its successors and assigns, free of equity of redemption, statutory right of redemption, homestead, dower and all other rights and exemptions; and, while this conveyance is made without individual convenants of Grantor, the Grantor insofar as he is able to do so, hereby transfers to Purchaser all covenants of warranty in the Deed of Trust.

The proceeds of sale have been disbursed or credited as follows:

Foreclosure Reference and Title Update--	$ 200.00
Publication of Notice of Trustee's Sale-	$ 1,219.68
Trustee's Commission and Attorney's Fee and Expenses----------	$ 6,778.71
Accrued Interest----------	$77,853.86
Principal----------	$8,913,947.75
	$9,000,000.00

IN WITNESS WHEREOF, Grantor has hereunto set his hand as of the day and date first above written.

W. Rowlett Scott, Trustee

W. ROWLETT SCOTT, Trustee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared W. ROWLETT SCOTT, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 30th day of April, 1991.

NOTARY PUBLIC

My Commission Expires:

COMMISSION EXPIRES MARCH 27, 19[illegible]

PROPERTY ADDRESS: 30 Burton Hills Boulevard
Nashville, Tennessee

MAIL TAX BILLS TO AND PARTY RESPONSIBLE FOR PAYMENT OF TAXES:

Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, Massachusetts 01111
Attention: Mortgage Portfolio
Department

SURVEYOR:

Jimmy W. Springer, R.L.S.
MCI Consulting Engineers,
Inc.
3325 Perimeter Drive
Nashville, Tennessee
Tennessee License No. 825

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 9,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

I hereby further swear or affirm that, to the best of my knowledge, information and belief, the tax parcel identification number assigned by the Davidson County Assessor of property for the property transferred is 131-06-0-A 002.00 CO, or that said tax parcel identification numbers were requested from the Davidson, County Assessor's Office and were not furnished promptly.

AFFIANT

Subscribed and sworn to before me this 30th day of April, 1991.

NOTARY PUBLIC

My Commission Expires:

COMMISSION EXPIRES MARCH 27, 1993

10459

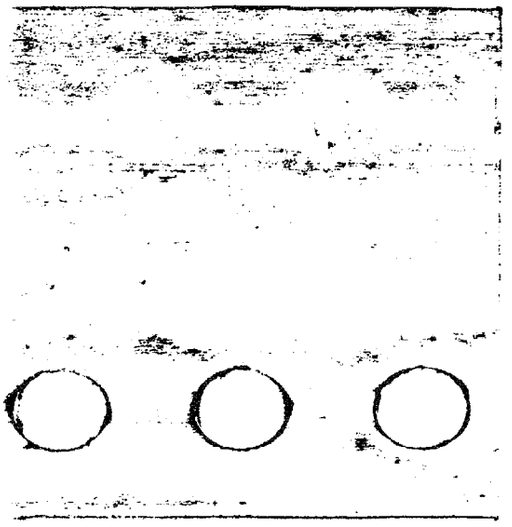
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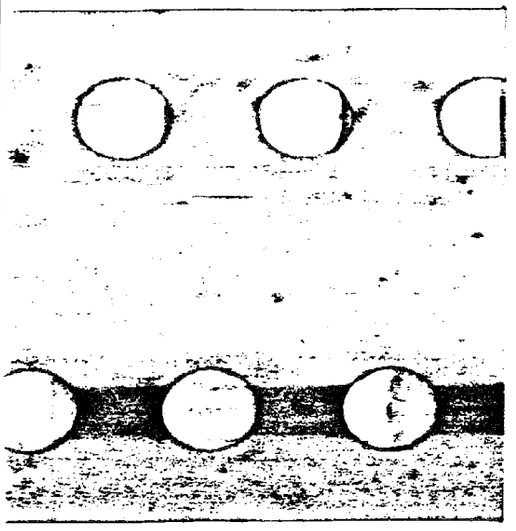
APR 30 10 52 AM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

9312 04/30 0101 03CHECK 29722.00

SWF/91/Burton/ec-lhsb/71-78/198





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8340 PAGE 633

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 9000000.00	
			CAMT 29700.00	
			PRFEE 1.00	
			MDEED 21.00	
			VOID	
			CAMT 29700.00-	
			CON TX 29700.00	
			~~TOTAL 29722.00~~	
			~~CHECK 29722.00~~	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/30/91 01 10:51 0001 9312

10459

IDENTIF. TREFERENCE

APR 30 10 52 AM '91

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

No. 417299