TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 4th day of September, 1991, by and between W. Rowlett Scott, Trustee ("Grantor"), and Connecticut General Life Insurance Company, a Connecticut corporation (sometimes referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, on August 9, 1990 CROW-CLEVELAND LIMITED PARTNERSHIP, Texas limited partnership ("Borrower"), executed a Deed of Trust and Security Agreement ("Deed of Trust") to Grantor, as Trustee, for the benefit of Connecticut General Life Insurance Company ("Lender"), to secure a promissory note (the "Note") payable to order of Lender, said Note being described in the Deed of Trust, and the Deed of Trust is recorded in Book 8174, Page 246, Davidson County, Tennessee;

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

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, 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 August 8, 15, 22, and 29, 1991, giving the time, date, terms, place of sale and description of said property;

WHEREAS, at the time, being 10:00 A.M. on Wednesday, September 4, 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 $ 5,000,000.00, that being the highest cash bid, and pursuant thereto this conveyance is now made of said property to Purchaser; and

WHEREAS, Lender, 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:

Land being in the First Civil District of Nashville, Davidson County, Tennessee and being located at the northeasterly corner of Wallace Road and Linbar Drive; being a portion of the property conveyed to Crow-Cleveland L.P. in Deed Book 6830 - Page 984 Registers Office, Davidson County, and known as Lot 1 on the "Re-subdivision of the Linbar Business Park" of record in Plat Book 7900, Page 178, Registers Office Davidson County, and being more particularly described as follows:

Beginning at a concrete monument at the intersection of the north R.O.W. line of Linbar Drive (80' R.O.W.), and the east R.O.W. line of Wallace Road (50' R.O.W.);

Thence, with said R.O.W. line of Wallace Road N 00° 11' 11" W - 326.89' to an iron pin (new);

Thence, continuing with R.O.W. line, N 3° 39' 18" E - 105.88' to an iron pin (old) at the southwest corner of John T. Allen (D.B.5634-Pg. 977);

Thence, leaving said Wallace Road R.O.W. line with Allen property. S 87° 07' 22" E - 252.59' to an iron pin (old) disturbed;

Thence, with said Allen property line N 59° 45' 25" E - 64.20' to a concrete monument (old);

Thence, continuing with said Allen property line N 2° 45' 33" E - 118.43' to an iron pin (new) in the south line of HEW Corporation (D.B. 5121-Pg. 948);

Thence, leaving Allen with HEW line, S 86° 39' 27" E - 156.09' to an iron pin (new);

Thence, continuing with said HEW property line N 48° 35' 55" E - 280.97' to an iron pin (new) at the southeast corner of HEW tract, this also being in the west right-of-way line of Interstate I-24;

Thence, with said Interstate I-24 right-of-way line and leaving HEW tract, S 30° 15' 02" E - 694.92' to an iron pin (new) at the northeast corner of Ritzen Group Venture Partners IV, L.P. (D.B.8015-Pg.64);

Thence, leaving Interstate I-24 right-of-way with line of Ritzen Group for the next 2 calls:

S 59° 37' 47" W - 227.36' to an iron pin (new);
N 30° 13' 51" W - 23.00' to an iron pin (new)

in the East line of the Cook's Pest Control, Inc. property (D.B. - 8144, Pg. 156) in the aforementioned "Re-subdivision of the Linbar Business Center";

Thence, leaving Ritzen tract with Cook's Pest Control, Inc. for the next 5 calls:

N 30° 13' 51" W - 20.00' to an iron pin (new);
S 59° 46' 12" W - 344.94' to an iron pin (new);
N 30° 14' 05" W - 22.00' to an iron pin (new);
S 59° 46' 12" W - 353.99' to an iron pin (new);
S 50° 24' 32" W - 51.16' to an iron pin (new) in the R.O.W. line of Linbar Drive;

Thence, leaving Cook's Pest Control, Inc. along said Linbar Drive R.O.W. line with a curve to the right having a delta of 12° 03' 58", a radius of 309.61', an arc length of 65.20', a chord bearing of N 33° 33' 29" W, and a chord distance of 65.08' to a concrete monument (old);

Thence, continuing with said Linbar Drive R.O.W. line N 27° 47' 20" W - 273.71' to the point of beginning and containing 13.70 acres, more or less.

Being part of the property conveyed to Crow-Cleveland Limited Partnership by Deed of record in Book 6830, Page 984, Register's Office, Davidson County, Tennessee.

Together with: easements for ingress, egress, and parking as set forth in Book 8144, Page 139, said Register's Office; and ingress and egress easement as set forth in Easement Agreement recorded in Book 7880, Page 731, said Register's Office, as amended by amendment recorded in Book 8174, Page 243, said Register's Office.

Subject to:

1. Any unpaid Nashville and Davidson County real property taxes.

2. Matters shown on Plat recorded in Book 7900, Page 178, located as shown on survey by Thomas, Miller and Partners, Surveyors, dated May 19, 1989, last revised July 30, 1990, more particularly described as follows:

   a. Flow of Sorghum Creek along easterly boundary.

   b. Thirty-foot utility and drainage easement along easterly boundary.

   c. Twenty-foot sewerage easement running through the easterly portion of Lot 1.

   d. Joint ingress/egress easement on southerly boundary.

   e. Fifteen-foot minimum building setback line along westerly boundary.

   f. Anchor easement along northwesterly boundary.

   g. Satellite dishes along north boundary.

   h. Power poles and lines along north boundary.

   i. Restrictive Covenants referenced in Owner's Certificate.

3. Covenants, conditions, restrictions, reservations, easements, options, powers of attorney and limitations on titles contained in Declaration of Easement and Covenants for Linbar Business Center, recorded in Book 8144, Page 139, Register's Office for Davidson County, Tennessee, said easements being located as shown on said survey.

4. Easement to South Central Bell Telephone Company as set forth in instrument recorded in Book 7096, Page 225, said Register's Office, located as shown on said survey.

5. The following matters located as shown on said survey:

   a. Drainage pipes in the southerly and easterly portions of Lot 1.

b. 100-year flood line in the easterly portion of Lot 1.

c. Drainage pipies in the northerly and central portion of Lot 1.

d. Concrete pad overlapping the northerly boundary.

e. 6" sanitary sewer line in the northeasterly portion of Lot 1.

f. 8" water line in the northerly and central portion of Lot 1.

g. 6" water line in the westerly portion of Lot 1.

6. Any other matters of record prior to recording of said Deed of Trust.

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--	$ 100.00
Publication of Notice of Trustee's Sale-	$ 1,240.47
Trustee's Commission and Attorney's Fee and Expenses----------	$ 5,927.82
Accrued and unpaid Interest and unpaid principal on the Note, applied according to the Deed of Trust.	$ 4,992,731.71
	$ 5,000,000.00

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 4th day of September, 1991.

THOMAS K. KIRK JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 2nd, 1994

PROPERTY ADDRESS: 5000 and 5010 Linbar
Nashville, Tennessee

TAX PARCEL I.D. NUMBER:
Map 134, parcel 189

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

Trammell Crow Company
750 Old Hickory Blvd. - Suite 202
Two Brentwood Commons
Brentwood, TN. 37027

SURVEYOR:

Kevin A. Edmonson
Tennessee Registered Land
Surveyor No. 1515
Thomas & Miller
Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, Tennessee 37202

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 $ 5,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Joe M. Beaty
AFFIANT

Subscribed and sworn to before me this 4TH day of September 1991.

THOMAS K. KIRK JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 26, 1994

PICK-UP

7654 09/04 0101 03CHECK 18522.00

SEP 4 10 39 AM '91

91/SWF#1/er-losb/71-77/cpm



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

RECEIVED OF _____

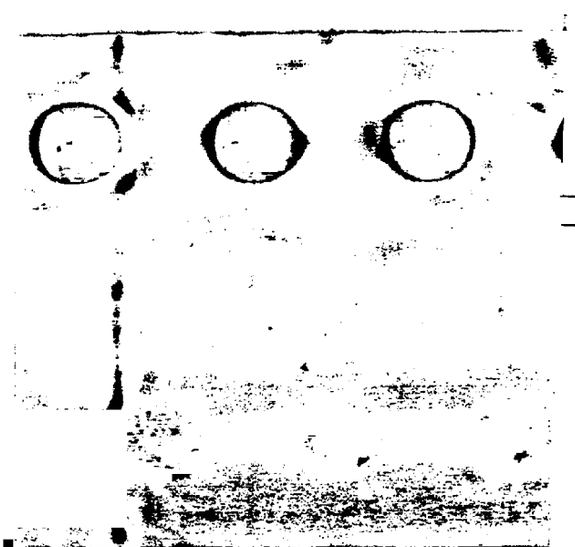
FOR _____

BOOK 8434 PAGE 980

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	
				5000000.00
			CON TX	18500.00
			PRFEE	1.00
			WDEED	21.00
			TOTAL	18522.00
			CHECK	18522.00
09/04/91	01		10:41 0001	765

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



44191

SEP 4 10 40 AM '91

No. 455945