TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 20th day of April, 1992 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 December 27, 1990 CROW-BRINDELL-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 8265, Page 521, 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 lien thereof, and in accordance with the terms and provisions of the Deed of Trust;

PICK-UP

IDENTIFICATION REFERENCE

APR 20 11 04 AM '92

DAVIDSON COUNTY, TN

02900

1875 04/20 0101 CHECK 36282-00

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 March 26 and April 2, 9 and 16, 1992, giving the time, date, terms, place of sale and description of said property;

WHEREAS, at the time, being 10:00 A.M. on Monday, April 20, 1992, 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 $ 9,800,000.00 , 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 (including the improvements thereon) being situated in the County of Davidson, and State of Tennessee and being more particularly described as follows:

Being a tract of land in the First Civil District of Brentwood, Davidson County, Tennessee, being Lot 1 as shown on the plat of Brentwood Commons, of record in Book 6900, Page 328, Register's Office, Davidson County, Tennessee ("R.O.D.C."), and being the

property conveyed to Crow-Brindell-Cleveland, Limited Partnership, by deed of record in Book 7453, Page 845, rerecorded in Book 7454, Page 94, and by Quit-Claim Deed of record in Book 7613, Page 682, R.O.D.C. and being more particularly described as follows:

BEGINNING at an iron pin in the northerly right-of-way line of Old Hickory Boulevard, (a 120 foot wide right-of-way) said iron pin being S 85° 58' 00" E, 544.20 feet, easterly of a concrete monument in the southeast corner of the property conveyed to Nashville Lodge No. 72 by deed of record in Book 4498, Page 118, R.O.D.C., said point also being in the easterly right-of-way line of Brentwood Commons Way (a 70 foot wide right-of-way);

THENCE, with said easterly right-of-way line of Brentwood Commons Way the following calls:

With a curve to the right 47.12 feet to an iron pin, said curve having a central angle of 90° 00' 00", a radius of 30.00 feet, a tangent of 30.00 feet, and a chord of N 40° 58' 00" W, 42.43 feet;

N 04° 02' 00" E, 115.57 feet to an iron pin;

With a curve to the left 450.30 feet to an iron pin, said curve having a central angle of 60° 00' 00", a radius of 430.00 feet, a tangent of 248.26 feet, and a chord of N 25° 58' 00" W 430.00 feet;

THENCE, leaving said easterly right-of-way line with the southerly and westerly lines of Lot No. 3, as shown on the plat of Brentwood Commons, of record in Book 6900, Page 328, R.O.D.C., the following calls:

N 34° 02' 00" E, 194.18 feet to an iron pin;

S 85° 58' 00" E, 726.36 feet to an iron pin;

With a curve to the right, 403.70 feet to a lead plug with a tack, said curve having a central angle of 90° 00' 00", a radius of 257.00 feet, a tangent of 257.00 feet, and a chord of S 40° 58' 00" E 363.45 feet;

S 04° 02' 00" W, 265.77 feet to an iron pin;

S 50° 49' 00" W, 142.77 feet to an iron pin;

With a curve to the left 73.49 feet to an iron pin, said curve having a central angle of 46° 47' 00", a radius of 90.00 feet, a tangent of 38.94 feet, and a chord of S 27° 26' 00" W 71.46 feet;

THENCE, with the northerly right-of-way line of Old Hickory Boulevard, N 85° 58' 00" W, 703.02 feet to the point of beginning.

Together with all rights of Crow-Brindell-Cleveland Limited Partnership, a Texas limited partnership, for the benefit of the above-described real property under: Easement Agreement recorded in Book 7263,

Page 323; Easement Agreement recorded in Book 8167, Page 251; Covenants and Restrictions recorded in Book 7263, Page 315; Storm Water Detention Agreement recorded in Book 6145, Page 257; Plat recorded in Book 6900, Page 328; Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage recorded in Book 8258, Page 941; and Declaration recorded in Book 7619, Page 198; all in said R.O.D.C.

Together with all other property, rights, privileges, and benefits conveyed by said Deed of Trust.

Subject to:

1. Any real estate taxes now or hereafter due and payable.

2. Easements, setback lines, and restrictions shown on Plat recorded in Book 6900, Page 328, as amended in Book 7604, Page 644, Register's Office, Davidson County, Tennessee ("R.O.D.C."), said easements and setback lines being located as shown on survey by Barge, Waggoner, Sumner & Cannon, Inc. dated December 11, 1990, last revised December 27, 1990.

3. Ten-inch sanitary sewer line conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), by instrument recorded in Book 6137, Page 901, R.O.D.C., located as shown on said survey.

4. Eight-inch and six-inch water mains conveyed to Metro by instrument recorded in Book 6137, Page 906, R.O.D.C., located as shown on said survey.

5. Terms and conditions of Easement Agreement recorded in Book 7263, Page 323, R.O.D.C., the area burdened by the easement being located as shown on said survey.

6. Restrictions contained in Book 7263, Page 315, R.O.D.C.

7. Easement recorded in Book 7855, Page 131, R.O.D.C., located as shown on said survey.

8. Easement recorded in Book 8167, Page 251, R.O.D.C., located as shown on said survey.

9. Eight-inch sanitary sewer line conveyed to Metro by Deed of Conveyance recorded in Book 8135, Page 323, R.O.D.C., located as shown on said survey.

10. Easements and restrictions contained in Declaration recorded in Book 7619, Page 198, R.O.D.C.

11. Easement(s) reserved in instrument recorded in Book 4952, Page 166 and in Book 4952, Page 170, as amended by Ordinance filed in Book 7444, Page 936, R.O.D.C., as shown on said survey, except portion of said easement under the buildings which has been abandoned.

12. Rights, if any, of others to benefits in the appurtenant Storm Water Detention Agreement recorded in Book 6145, Page 257, and Easement for Drainage Ditch recorded in Book 8258, Page 941, R.O.D.C.

13. The following matters shown on said survey, located as shown on said survey:

    (a) Concrete dumpster pad encroaches over northeasterly line.

    (b) Drainage system composed of 12", 15", 18", 24", 30" and 36" corrugated metal pipe and associated catch basins surrounding the main buildings.

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

15. Rights of tenants to occupy pursuant to leases, if any, having priority over said Deed of Trust or as to which a non-disturbance agreement was executed with Connecticut General Life Insurance Company.

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--	$ 500.00
Publication of Notice of Trustee's Sale-	$ 1,737.12
Trustee's Commission and Attorney's Fee and Expenses----------	$ 5,350.00
Accrued and unpaid Interest and unpaid principal on the Note, applied according to the Deed of Trust.	$9,792,412.88
	$ 9,800,000.00

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 20 day of April, 1992.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 26, 1994

PROPERTY ADDRESS: 750 Old Hickory Boulevard
Brentwood, Tennessee

TAX PARCEL I.D. NUMBER:
Map 160, parcel 209

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

Connecticut General Life Insurance Company
c/o CIGNA Investments, Inc.
900 Cottage Grove Road
Bloomfield, Connecticut 06002
Attention: Asset Management (S-311)

SURVEYOR:

Wendell H. Talley
Tennessee Registered
Land Surveyor No. 785
Barge Waggoner Sumner &
Cannon, Inc.
162 Third Avenue North
Nashville, Tennessee 37201

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 $ 9,800,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

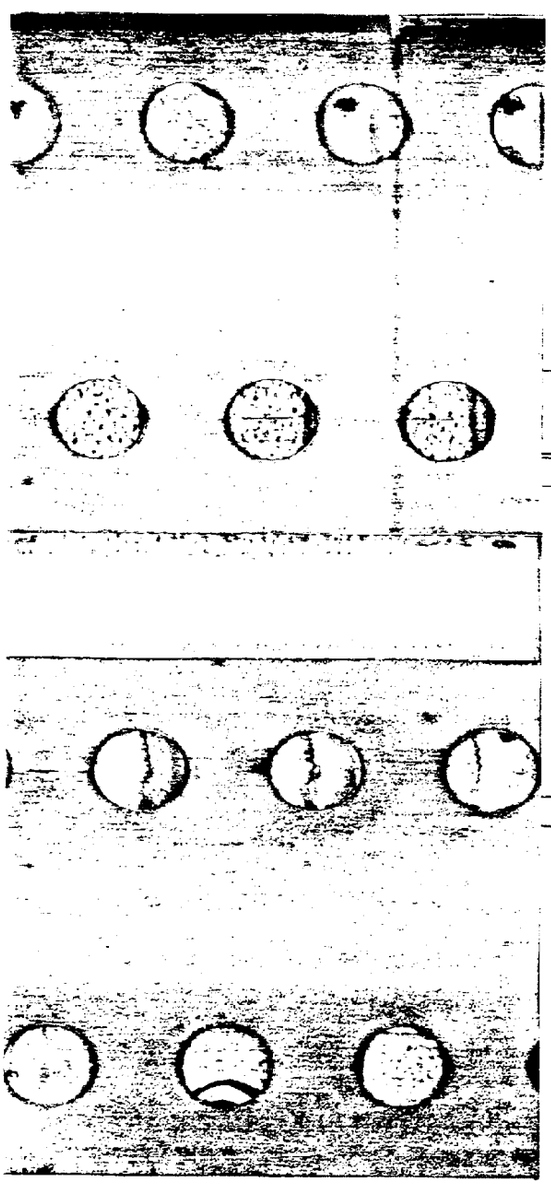
AFFIANT

Subscribed and sworn to before me this 20 day of April, 1992.

NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 20, 1994

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8604 PAGE 746

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 9800000.00
CON TX 36260.00
PRFEE 1.00
WDEED 21.00
TOTAL 36282.00
CHECK 36282.00

04/20/92 01 11:03 0001 1875

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02900

IDENTIFICATION REFERENCE

APR 20 11 04 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 522716