New Owner:
Cumberland Bend Investors, L.P.
P.O. Box 121559
Nashville, TN 37212

Send Tax Bills to
new Owner

Map/Parcel
071-13-016.00

BOOK 8800 PAGE 144

6917

IDENTIFICATION REFERENCE

DEC 1 1 10 PM '92

DAVIDSON COUNTY, TN

SPECIAL WARRANTY DEED

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

THIS INDENTURE, made this 30th day of November, 1992, by NATIONSBANK OF TENNESSEE, not personally, but as Ancillary Trustee under Trust Agreement dated as of October 2, 1978 ("Grantor"), in favor of Cumberland Bend Investors, L.P., a Tennessee limited partnership ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does SELL, CONVEY and GRANT unto Grantee, its successors and assigns, any and all right, title and interest of Grantor in and to the following described real property:

Being that certain tract of land located in Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements, buildings, or fixtures situated or located thereon, and all appurtenant rights, privileges or easements belonging or in any way relating thereto, including but not limited to, all interest, if any, of Grantor in any land lying in or under the bed of any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to the property described on Exhibit A hereto (all of said property and interest being collectively referred to herein as the "Property");

Subject to those items listed on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with any and all the rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee, its successors and assigns FOREVER. Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee that Grantor has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner incumbered or charged, except as recited herein or in Exhibit B hereto, and that Grantor will warrant and defend the Property against all persons lawfully

All covenants and warranties of Grantor contained herein shall be subject to all of the limitations, terms, provisions and conditions that are contained in Section 8.G of that certain Agreement for Purchase and Sale of Real Estate and Related Property dated October 2, 1992 between Grantor and William Moss Wilson and Debra C. Stanton, as Purchaser ("Agreement Limitations").

NationsBank of Tennessee has executed this instrument not personally, but solely as Ancillary Trustee as aforesaid. The agreements of Grantor contained herein shall only be enforceable (subject to the Agreement Limitations) against the property of the Ancillary Trust for the payment of any claims hereunder. By accepting this instrument, (i) Grantee agrees to look solely to the property of the Ancillary Trust (subject to the Agreement Limitations) for the enforcement of its rights hereunder, and (ii) Grantee hereby waives any claim or any right to proceed for the enforcement of any of Grantee's rights hereunder against NationsBank of Tennessee, First Chicago Corporation or any subsidiary or affiliate thereof in their personal or corporate capacities.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents the day and year first above written.

NATIONSBANK OF TENNESSEE, not personally, but solely as Ancillary Trustee as aforesaid

By: _____

Its Vice President

After recording this document should be returned to:

Prepared by

Thomas W. Lawless, Esq.
Lawless & Associates
First American Center, 19th Floor
Nashville, Tennessee 37238-0068

mail

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

I, Herman A Ruben, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. Otis Goading, Jr., Vice President of NATIONSBANK OF TENNESSEE, not personally, but as Ancillary Trustee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such signatory of said Bank, as his own free and voluntary act and as the free and voluntary act of said Bank, not personally, but as Ancillary Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of November, 1992.

Herman A. Ruben
Notary Public

HERMAN A. RUBEN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: May 28, 1995

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever amount is greater, for this transaction is $1,500,000.00.

Affiant

Subscribed and sworn to before me, this 30th day of November, 1992.

Herman A Ruben
Notary Public

HERMAN A. RUBEN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: May 28, 1995

EXHIBIT A

Legal Description

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the southerly side of Cumberland Bend Road (a private road) east of Great Circle Road, being Lot No. 7 as shown on the plan of Cumberland Bend Business Park, Section Seven as of record in Book 5210, Page 90, R.O.D.C., and being more particularly described as follows:

BEGINNING at an iron pin in the centerline of a 25 foot wide Public Utility easement, said iron pin being the northeasterly corner of Lot No. 1 as shown on the plan of Cumberland Bend Business Park, Section Eight, as of record in Book 7900, Page 376, R.O.D.C., and the southeasterly corner of herein described parcel, said iron pin also being N 27° 14' 31" E, 515.00 feet, as measured along said easterly line, from the northerly right-of-way line of Great Circle Road;

THENCE, with the northerly line of said Section Eight, S 62° 45' 29" W, 330.37 feet to a point in the easterly line of Cumberland Bend Business Park, Section Two, as of record in Book 4885, Page 166, R.O.D.C.

THENCE, with said line with a curve to the left 8.42 feet to a point, said curve having a central angle of 01° 55' 51", a radius of 250.00 feet, a tangent of 4.21 feet and a chord of N 11° 49' 16" W, 8.42 feet.

THENCE, with the northerly line of said Section Two due West 407.17 feet to a point in the easterly line tracts 4M and 4G, MetroCenter as of record in Book 6200, Page 751, R.O.D.C;

THENCE, with said line the following calls:

With a curve to the left 135.27 feet to a point, said curve having a central angle of 38° 45' 12", a radius of 200.00 feet, a tangent of 70.34 feet, and a chord of N 76° 07' 36" W, 132.71 feet;

N 20° 00' W, 226.72 feet to a point;

With a curve to the right 39.35 feet to a point, said curve having a central angle of 82° 45' 29", a radius of 27.24 feet, a tangent of 24.00 feet and a chord of N 21° 22' 45" E, 36.01 feet;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

THENCE, leaving said line with the southerly line of Section Nine, Cumberland Bend Business Park as of record in Book 8250, Page 79, R.O.D.C., and a portion of the southerly line of Section Four, Cumberland Bend Business Park, as of record in Book 6200, Page 854, R.O.D.C., N 62° 45' 29" E, 464.63 feet to a point;

THENCE, continuing with said southerly line of Section Four the following calls:

With a curve to the left 40.27 feet to a point, said curve having a central angle of 23° 04' 26", a radius of 100.00 feet, a tangent of 20.41 feet and a chord of N 51° 13' 16" E, 40.00 feet;

With a curve to the right 40.27 feet to a point, said curve having a central angle of 23° 04' 26", a radius of 100.00 feet, a tangent of 20.41 feet and a chord of N 51° 13' 16" E, 40.00 feet;

N 62° 45' 29" E, 191.51 feet to a point;

THENCE, leaving said line with the westerly line of Section Five, Cumberland Bend Business Park as of record in Book 5060, Page 93, R.O.D.C., and Section Three, Cumberland Bend Business Park, as of record in Book 5060, Page 75, R.O.D.C., S 27° 14' 31" E, 546.49 feet to the point of beginning.

Being the same property conveyed to Commerce Union Bank as Ancillary Trustee in Book 5651 page 566. Registers Office for Davidson County, Tennessee.

EXHIBIT B

TITLE EXCEPTIONS

1. Rights or claims of parties in possession not shown by the public records.

2. Taxes for the year 1992 and subsequent years.

3. Restrictions of record in Book 5225, page 112, and in Book 5225, page 120, Register's Office for Davidson County, Tennessee.

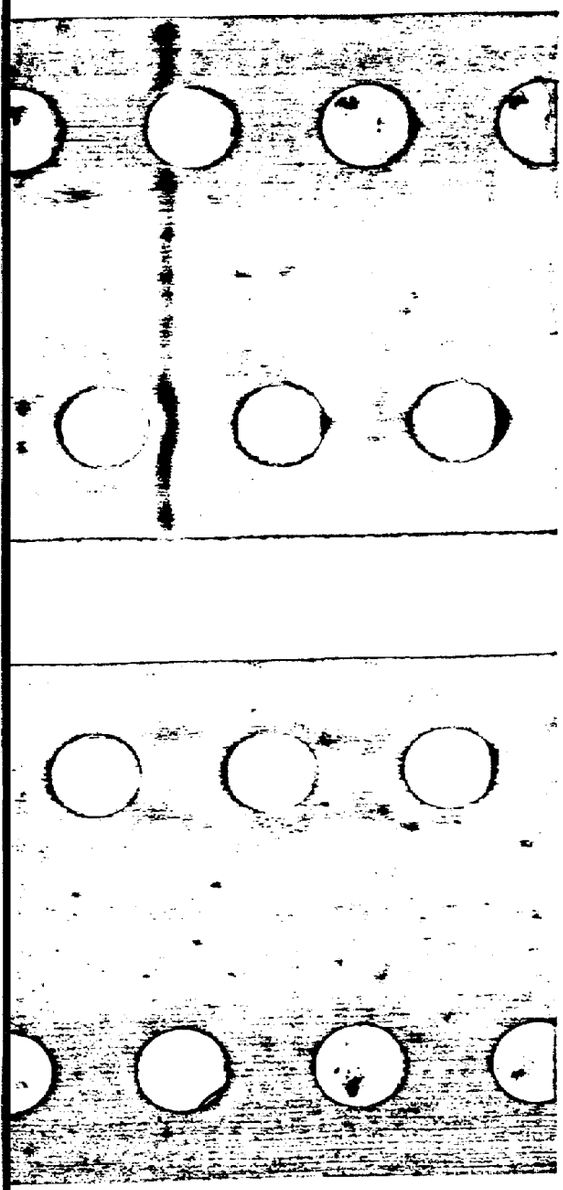
4. The Plan of record in Book 5210, page 90, shows an Owner's Certificate, a 12.5 foot common access and public utility easement across the easterly 330.37 feet of the southerly line, along the northerly line, along the westerly line, along the northerly part of the easterly line, extending to 31.5 feet along the balance of the easterly line, and 17 feet along the southwesterly line. A 20 foot sewer easement running generally north and south near the westerly line, a 15 x 20 foot electric easement located on the northerly portion of said lot; a 20 foot water line easement running generally east and west across the most northerly corner of said lot; and locates three proposed building sites.

5. Master Deed filed for record in Book 5028, page 333, said Register's Office.

6. Amended Declaration of Easement, of record in Book 5637, page 199, said Register's Office.

7. Nashville Electric Service Easement of record in Book 5291, page 871, and in Book 5174, page 121, and in Book 5055, page 81, said Register's Office.

6622 12/01 0101 03CHECK 5575.00



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

RECEIVED OF _____

FOR _____

BOOK 8800 PAGE 150

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 1500000.00
CON TX 5550.00
PRFEE 1.00
WDEED 24.00
TOTAL 5575.00
CHECK 5575.00

12/01/92 01 13:09 0001 6622

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6911.71

IDENTIFICATION REFERENCE

DEC 1 1 10 PM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 595887