Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
St. Louis Investment Properties, Inc. c/o Boatmen's National Bank of St. Louis 7800 Forsyth Blvd.-Suite 450 St. Louis, MO 63105	160-211	Owner

This instrument prepared by: Boult, Cummings, Conners & Berry (apc)
222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, CROW-BRINDELL-CLEVELAND LIMITED PARTNERSHIP, a Texas limited partnership (the "Grantor") has bargained and sold, and by these presents transfers and conveys to ST. LOUIS INVESTMENT PROPERTIES, INC. (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for 1991 and the current year.

2. Easements, setback lines and restrictions shown on Plat of record in Book 6900, page 328, R.O.D.C., as amended by instrument of record in Book 7604, page 644 R.O.D.C.

3. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 7619, page 198, R.O.D.C. and in any allied instruments referred to in said restrictions.

4. Easements reserved in instrument of record in Book 4592, page 166 , R.O.D.C., and in Book 4592, page 170, R.O.D.C., as amended by Ordinance filed in Book 8258, page 941, R.O.D.C.

5. Letters from Department of Codes Administration of record in Book 8376, page 383, R.O.D.C., and in Book 8376, page 453, R.O.D.C.

6. Easements to Metro, as set forth in instrument recorded in Book 5746, page 886, R.O.D.C., Book 5878, page 469, R.O.D.C., Book 5746, page 896, R.O.D.C., Book 5746, page 899,

STATE OF Missouri
COUNTY OF St. Louis

The actual consideration or value, whichever is greater, for this transfer is $2,940,000.

Affiant Samuel C. Luten

Subscribed and sworn to before me this 24th day of February, 1993.

BEVERLY A. ROBERTS
NOTARY PUBLIC — STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAR. 18, 1996

Beverly A. Roberts
Notary Public
My Commission Expires: 3/18/96

STATE OF MISSOURI NOTARY PUBLIC BEVERLY A. ROBERTS

02-15201

R.O.D.C., Book 4940, page 784, R.O.D.C., Book 4969, page 189, R.O.D.C. and Book 4969, page 192, R.O.D.C.

This is unimproved property.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

This deed is executed, delivered and accepted as a deed in lieu of foreclosure of (or exercise of the power of sale under), and not as additional security for the indebtedness secured by that certain First Construction Deed of Trust and Security Agreement dated January 19, 1988, from Grantor to Thomas Kirk, Trustee, for the use and benefit of Grantee, of record in Book 7453, page 855, Register's Office for Davidson County, Tennessee, as the same may have been amended prior to the execution, delivery and recording of this deed (the "Deed of Trust"). It is the intention of Grantor to transfer to Grantee absolute fee simple title to the Property free of any right and/or equity or redemption of Grantor. Furthermore, it is the intention of Grantor and Grantee that the lien and security title of the Deed of Trust will not merge into the fee simple title conveyed to Grantee pursuant to this Deed. No such merger will occur unless and until Grantee executes a written instrument specifically effecting such merger and records the same in the aforesaid Register's Office.*

IN WITNESS WHEREOF, the Grantor has executed this Deed as of this 6th day of November, 1992.

CROW-BRINDELL-CLEVELAND LIMITED PARTNERSHIP, a Texas limited partnership

By: TCC-Nashville Development, Inc., a Texas corporation, General Partner

By: _____
J. McDonald Williams

Title: President

*This deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements for the leaseback with an option to repurchase or a parol agreement to reconvey, oral or written, or other than this deed between Grantor and Grantee with respect to said land.

STATE OF Texas

COUNTY OF Dallas

Personally appeared before me, _____, Notary Public, J. McDonald Williams, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged that he is the President of TCC-Nashville Development, Inc., a Texas corporation, and that said corporation is the general partner of Crow-Brindell-Cleveland Limited Partnership, a Texas limited partnership, and is authorized by said corporation, said corporation being authorized by Crow-Brindell-Cleveland Limited Partnership to execute this instrument on behalf of Crow-Brindell-Cleveland Limited Partnership.

WITNESS my hand, at office, this 18 day of December, 1992.

KAY W. REDDING
Notary Public, State of Texas
My Commission Expires 5-18-96

Kay W Redding
Notary Public

My Commission Expires: 05-18-96

WP:apcswdtcc

EXHIBIT A

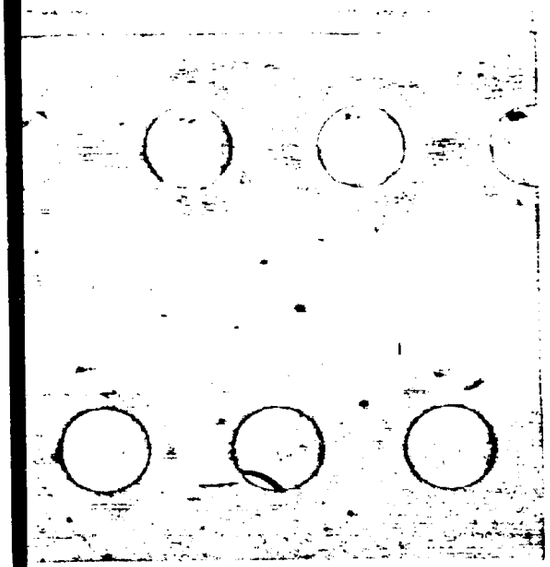
Legal Description

LAND in Davidson County, Tennessee, being Lot No. 3, on the plan of Revised Brentwood Commons, as shown on plat of record in Plat Book 6900, Page 328, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING a portion of the same property conveyed to Crow-Brindell-Cleveland Limited Partnership, by Deed of Record in Book 7453, page 845, re-recorded in Book 7454, page 94 and by Quitclaim Deed of record in Book 7613, page 682, Register's Office for Davidson County, Tennessee.

95827
IDENTIFICATION REFERENCE
FEB 26 2 37 PM '93
DAVIDSON COUNTY, TN
CHECK 10895.00





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

RECEIVED OF _____

FOR _____

BOOK 8874 PAGE 792

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 2940000.00
				CON TX 10878.00
				PRFEE 1.00
				WDEED 16.00
				TOTAL 10895.00
				CHECK 10895.00
02/26/93	01			14:36 0001 7535

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95827

IDENTIFI REFERENCE

FEB 26 2 37 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 625131