41

This Instrument Was Prepared By:
William B. Drescher, Esq.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
201 Fourth Avenue, North
Nashville, Tennessee 37219

BOOK 9683 PAGE 680

Address of New Owner as Follows:

Phoenix Home Life Mutual Insurance Company
One American Row
Hartford, CT 06116

Send Tax Bills To: Same

Map and Parcel No.:
93-1-45.02

Field Book No.:
4W-11889

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 1st day of July, 1993, by WILLIAM B. DRESCHER, SUCCESSOR TRUSTEE (hereinafter referred to as "Successor Trustee").

WHEREAS, by deed of trust dated the 21st day of May, 1986, of record in Book 6866, page 819, Register's Office for Davidson County, Tennessee, as amended by an Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement of record in Book 8963, page 498, said Register's Office (the deed of trust, as amended, is hereinafter referred to as the "Deed of Trust"), CAPITOL HILL ASSOCIATES, LTD., a Tennessee limited partnership whose sole general partners are SAMUEL L. JOHNSON, III, and ALBERT DULING, III, conveyed to WARREN H. WILD, JR., TRUSTEE, the hereinafter described real and personal Property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to HOME LIFE INSURANCE COMPANY, now known as PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York corporation, of certain Indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which Phoenix Home Life Mutual Insurance Company, the lawful owner and holder of the Indebtedness secured by the Deed of Trust, declared the Deed of Trust to be in default; and

WHEREAS, the lawful holder of the Indebtedness, Phoenix Home Life Mutual Insurance Company, appointed William B. Drescher as Successor Trustee in place of Warren H. Wild, Jr., Trustee in accordance with the terms of the Deed of Trust by an instrument of record in Book 8963, page 516, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, Phoenix Home Life Mutual Insurance Company, directed the Successor Trustee to sell the Property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in The Nashville Record that the Property would be sold at 11:30 a.m. on July 1, 1993, at the south door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on June 3, June 10, and June 17, 1993, and sent a copy of such notice to Capitol Hill Associates, Ltd., and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, sold the Property to PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, at the price of Three Million Two Hundred Thousand Dollars ($3,200,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, William B. Drescher, Successor Trustee as aforesaid, in consideration of the premises and the sum of

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

$3,200,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Real and Personal Property, together with the buildings and improvements situated on the Real Property, all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the revisions or reversions, remainder and remainders, rents, issue, and profits thereof, all the estate, right, title, interest, property, claim and demand whatsoever of, in and to the same and of, in and to every part and parcel thereof, all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located thereon, thereunder or thereabove, and all right, title and interest, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the below described real estate to the center line thereof, but no further or otherwise, which Real Property is located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located in the northwesterly quadrant of the intersection of James Robertson Parkway and Gay Street, being Parcels Ja, Jf and Je of the resubdivision of Parcel "J" of the Capitol Hill Redevelopment Project, UR-Tenn. 2-1, of record in Book 3500, page 99, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the northerly margin of Gay Street at the intersection with the westerly margin of James Robertson Parkway, said point being the southwesterly end of a curve return;

THENCE, with said northerly margin, S 62° 02' W, 356.89 feet to a point;

THENCE, continuing with said northerly margin with a curve to the right 39.38 feet to a point in the easterly margin of Tenth Circle North, said curve having a central angle of 112° 49', a radius of 20.00 feet, and a tangent of 30.11 feet;

THENCE, with said easterly margin the following calls: N 05° 09' W, 3.81 feet to a point; with a curve to the right 237.43 feet to a point, said curve having a central angle of 11° 52', a radius of 1,146.38 feet, and a tangent of 119.14 feet; with another curve to the right 244.94 feet to a point, said curve having a central angle of 20° 52' 40", a radius of 672.20 feet, and a tangent of 123.84 feet;

THENCE, leaving said easterly margin with the southerly line of the property conveyed to Eleanor Waters Wilson, et vir, by deed of record in Book 4232, page 576, Register's Office for Davidson County, Tennessee, S 62° 24' 20" E, 137.50 feet to a point in the westerly line of the property conveyed to Norbert L. Harms by deed of record in Book 5163, page 448, Register's Office for Davidson County, Tennessee;

THENCE, with said westerly line, S 16° 30' W, 135.99 feet to a point;

THENCE, with the southerly line of said Harms property, N 62° 02' E, 250.46 feet to a point in the westerly margin of James Robertson Parkway;

THENCE, with said westerly margin the following calls: with a curve to the right 136.02 feet to a point, said curve having a central angle of 09° 04' 59", a radius of 858.00 feet and a tangent of 68.15 feet; S 03° 17' W, 55.99 feet to a point; with a curve to the right 66.65 feet to the point of beginning, said curve having a central angle of 58° 45', a radius of 65.00 feet and a tangent of 36.59 feet.

Being the same property conveyed to Capitol Hill Associates, Ltd., by deed from North State Service Corporation, P.S. Prasad and wife, Indrani Prasad, of record in Book 6020, page 469, Register's Office for Davidson County, Tennessee.

Together with all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings, radios, televisions, kitchen appliances and articles of personal property of every kind and nature whatsoever, other than consumable goods, located upon said real estate, used or usable in connection with any present or future operation of said real estate (hereinafter called "equipment") and owned on the date of foreclosure by Capitol Hill Associates, Ltd., including but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors and all of the right, title and interest of Capitol Hill Associates, Ltd. in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this deed of trust; provided, however, that "equipment" shall not include machinery, apparatus, equipment, fittings, fixtures, and articles of personal property used in the business of Capitol Hill Associates, Ltd. whether the same are annexed to said real estate or not, unless the same are also used in the operation of any building located thereon (the "Personal Property").

This is improved real property having a street address of 840 James Robertson Parkway, Nashville, Tennessee.

To have and to hold the Real Property, together with the Personal Property, free from and in bar of the equity of redemption and all rights of redemption, statutory or otherwise, (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind as provided in, but only to the extent provided in, said Deed of Trust.

The Successor Trustee makes no representations or warranties with respect to the quality or quantity of any personal property or equipment located on the Real Property and Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from the Successor Trustee as to any matter whatsoever. Without limiting the foregoing, THE SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, THE SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Real and Personal Property subject to any problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to, the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, highways, easements and rights-of-way.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable.

(5) Any rights of redemption or otherwise held by any taxing authority.

(6) Rights or claims of parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(8) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

(9) Any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

(10) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters, if any, which take priority over the Deed of Trust under which the foreclosure sale was had.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

William B. Drescher
WILLIAM B. DRESCHER,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Marlinda Ruth Bruno, a Notary Public of the State and County aforesaid, personally appeared WILLIAM B. DRESCHER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of July, 1993.

Marlinda Ruth Bruno
Notary Public

My commission expires: March 23, 1996

9969 07/02 0101 03CHECK 11861.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Three Million Two Hundred Thousand Dollars ($ 3,200,000.00).

William B. Drescher
Affiant

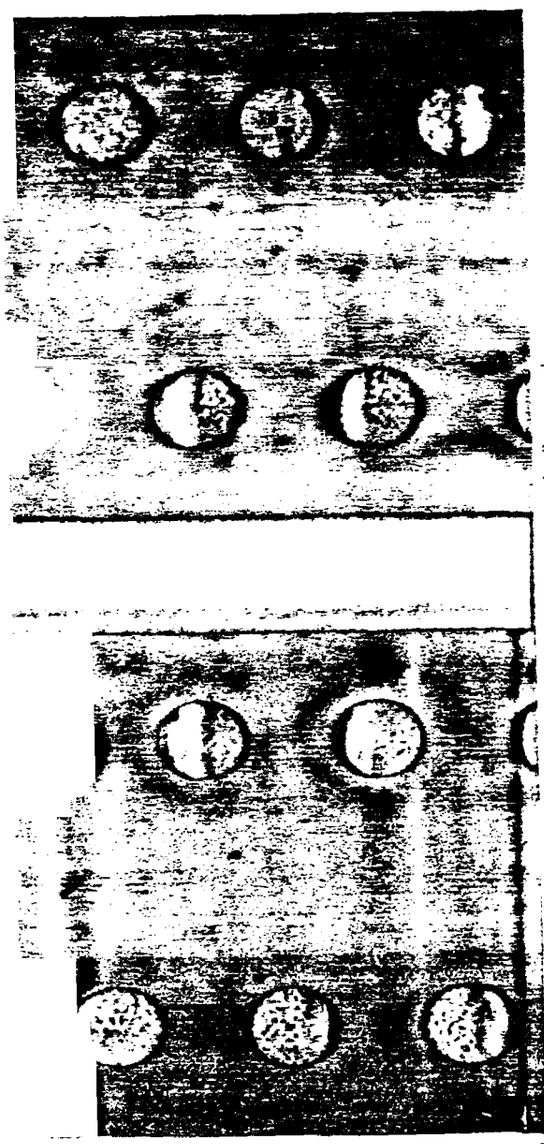
Subscribed and sworn to before me this the 1st day of July, 1993.

Marlinda Ruth Bruno
Notary Public

My commission expires: March 23, 1996

37447
IDENTIF. ↑ REFERENCE

93 JUL -2 PM 4:35
PAM Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9003 PAGE 685

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
3200000.00
CON TX 11840.00
PRFEE 1.00
WDEED 20.00
TOTAL 11861.00
CHECK 11861.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/02/93 01 16:35 0001 9969

37447
IDENTIF. ↑ REFERENCE

93 JUL -2 PM 4:35
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 670438