SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 20th day of July, 1993, by and between W. Rowlett Scott, Successor Trustee ("Grantor"), and Massachusetts Mutual Life Insurance Company, a Massachusetts corporation (sometimes referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, MetroCenter Properties, a Tennessee general partnership, as grantor, executed that certain deed of trust ("Deed of Trust") dated October 11, 1977 to William N. Dearborn, Trustee, for the benefit of Commerce Union Bank ("Bank"), Nashville, Tennessee, to secure that certain promissory note payable to the order of Bank of even date with said Deed of Trust, said note being described in said Deed of Trust, which Deed of Trust is recorded in Book 5207, Page 486, Register's Office, Davidson County, Tennessee; W. ROWLETT SCOTT, Successor Trustee, having been appointed as successor trustee in the place and stead of William N. Dearborn, Trustee, by Appointment of Successor Trustee recorded in Book 5279, Page 930, said Register's Office; said Deed of Trust and the note secured thereby having been modified and extended by Modification and Extension Agreement recorded in Book 5279, Page 932, said Register's Office; said note having been endorsed by Bank to Massachusetts Mutual Life Insurance Company ("Mass Mutual") and said Deed of Trust having been assigned by Bank to Mass Mutual by Assignment recorded in Book 5279, Page 937, said Register's Office; said Deed of Trust having been amended by Amendment to Deed of Trust recorded in Book 6290, Page 26; said note having

THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:

W. Rowlett Scott
Armstrong Allen Prewitt
Gentry Johnston & Holmes
1900 One Commerce Square
Memphis, Tennessee 38103

been endorsed by Mass Mutual to The Connecticut Bank and Trust Company, N.A. ("Conn. Bank") and said Deed of Trust having been assigned by Mass Mutual to Conn. Bank by Assignment of Mortgage and Loan Documents recorded in Book 6702, Page 462; said note having been endorsed by Federal Deposit Insurance Corporation as Receiver of Conn. Bank and of The New Connecticut Bank and Trust Company, National Association ("FDIC") to State Street Bank and Trust Company ("State Street") and said Deed of Trust having been assigned by FDIC to State Street by Assignment of Mortgages recorded in Book 8575, Page 96; said note having been endorsed by State Street to Mass Mutual and said Deed of Trust having been assigned by State Street to Mass Mutual by Assignment of Deed of Trust and Loan Documents recorded in Book 8823, Page 625, all in said Register's Office (said Deed of Trust as modified, extended, amended and assigned referred to hereinafter as the "Deed of Trust" and said note, as endorsed, referred to hereinafter as the "Note"); and

WHEREAS, all of the indebtedness evidenced by said Note and secured by said Deed of Trust having matured in accordance with the provisions of said Note and in accordance with the provisions of said Deed of Trust and Mass Mutual 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;

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 June 24 and July 1, 8 and 15, 1993, giving the time, date, terms, place of sale and description of said property;

WHEREAS, at the time, being 10:15 A.M. on Tuesday, July 20, 1993, and at the place, being the south door of the Davidson

County Courthouse, 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 $1,000,000.00, that being the highest cash bid, and pursuant thereto this conveyance is now made of said property to Purchaser; and

WHEREAS, Mass Mutual 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:

The following described property in Nashville, Davidson County, Tennessee:

Being a parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the west by French Landing Drive and on the south by Vantage Way, more particularly described as follows:

Beginning at a point in the northerly margin of Vantage Way, 454.74 feet from the easterly margin of French Landing Drive;

Thence, southwesterly with a curve to the right, having a central angle of 9° 27'07", a radius of 2158.00 feet and a distance of 356.00 feet to a point, the beginning of a curve to the right;

Thence, with said curve having a central angle of 113° 16'17", a radius of 65.00 feet and a distance of 128.50 feet to a point;

Thence, N 19° 40'46" E, 320.27 feet to a point, the beginning of a curve to the left;

Thence, with said curve, having a central angle of 3° 45'08", a radius of 1130.00 feet and a distance of 74.00 feet to a point;

Thence, leaving French Landing Drive, S 74° 04'22" E, 40.00 feet to a point;

Thence, N 86° 25' E, 214.73 feet to a point;

Thence, S 03° 35' E, 361.79 feet to a point;

Thence, S 13° 02'38" E, 50.00 feet to the point of beginning.

Being the same property conveyed to MetroCenter Properties, a Tennessee general partnership, by Deed of record in Book 5207, page 483, Register's Office, Davidson County, Tennessee.

Subject to:

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

2. Covenants, conditions, restrictions, building lines, easements, and other matters shown on plan recorded in Book 4660, page 115, said Register's Office.

3. Right of way easement granted to South Central Bell Telephone Company, of record in Book 6426, page 855, in said Register's Office.

4. Any other matters of record having priority over 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 covenants 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--	$ 150.00
Publication of Notice of Trustee's Sale-	$ 673.56
Trustee's Commission and Attorney's Fee and Expenses----------	$ 5,000.00
Accrued and unpaid interest and unpaid principal on the Note, applied according to the Note.	$ 994,176.44
	$ 1,000,000.00

IN WITNESS WHEREOF, Grantor has hereunto set his hand as of the day and date first above written.

W. Rowlett Scott, Successor Trustee
W. ROWLETT SCOTT, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jo Ann Smith, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared W. ROWLETT SCOTT, Successor 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 20th day of July, 1993.

Jo Ann Smith
NOTARY PUBLIC

My Commission Expires:

1/22/95

PROPERTY ADDRESS: 50 Vantage Way
Nashville, Tennessee

TAX PARCEL I.D. NUMBER:
Map 70-16, Parcel 13

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

Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, Massachusetts 01111
Att'n: Real Estate Investment Division
Equities Portfolio Department

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 $ 1,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

William F. Runge
AFFIANT

Subscribed and sworn to before me this 20th day of July, 1993.

Jo Lena Smith
NOTARY PUBLIC

My Commission Expires:

1/22/95

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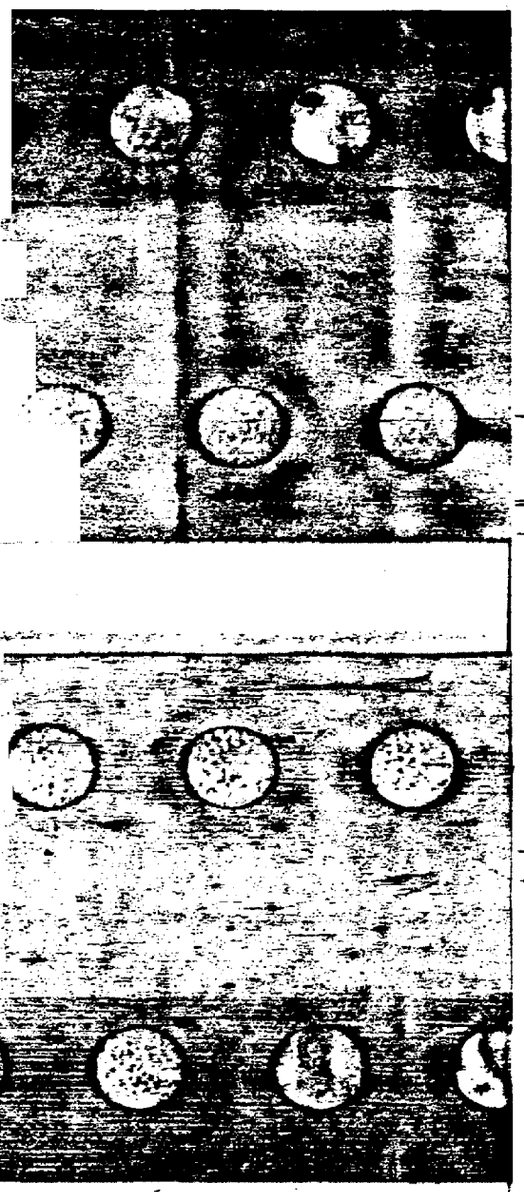
IDENTIF. & REFERENCE

93 JUL 20 AM 10:57

PATRICIA H. GARRISON REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

5757 07/20 0101 03CHECK 3725.00



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

RECEIVED OF _____

FOR _____

BOOK 9019 PAGE 13

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	
				1000000.00
			CON TX	3700.00
			PRFEE	1.00
			WDEED	24.00
			TOTAL	3725.00
			CHECK	3725.00
07/20/93	01			10:57 0001 5757

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

42707
IDENTIF. & REFERENCE

93 JUL 20 AM 10:57
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 676148