BOOK 9162 PAGE 936

FILE BOX 57

This instrument was prepared by:
Kennedy Covington Lobdell & Hickman (GLC)
NationsBank Corporate Center
100 North Tryon Street, Suite 4200
Charlotte, North Carolina 28202-4006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $6,354,779.00

Randall M. Rather, Assistant Secretary of
Affiant AP Southeast Portfolio Operating Corporation, G.P. of AP-GP Southeast Portfolio Partners, L.P., G.P. of AP Southeast Portfolio Partners, L.P.

Subscribed and sworn to before me this 22 day of November, 1993.

Vicki G. Kirby
Notary Public

My commission expires: 6-12-98

SPECIAL WARRANTY DEED

Address New Owner:	Send tax bills to:	Map & Parcel No.
c/o Patriot American Asset Management Corporation Suite 1500 3030 LBJ Freeway Dallas, Texas 75234	Patriot American Asset Management Corporation Suite 1500 3030 LBJ Freeway Dallas, Texas 75234	Map 132 Parcel 4 Street Address: 601 Grassmere Park

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A. (FORMERLY NCNB NATIONAL BANK OF NORTH CAROLINA), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto AP SOUTHEAST PORTFOLIO PARTNERS, L.P., a Delaware limited partnership (the "Grantee"), its successors and assigns, a certain tract or parcel of land and other rights, easements and interests described on

Exhibit A attached hereto and incorporated herein by reference, together with all improvements located thereon, all of which are herein collectively referred to as the "Property."

This conveyance is subject to the matters described in Exhibit B attached hereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever.

AND THE GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor as Trustee but not further or otherwise.

Notwithstanding anything contained herein to the contrary, Grantor and Grantee hereby acknowledge and agree that Third National Bank hereby executes this deed solely in its capacity as Ancillary Trustee on behalf of NationsBank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the NCNB Real Estate Fund. Grantor and Grantee further acknowledge and agree that in consideration of the service of Third National Bank, as Ancillary Trustee, Grantee and Grantee's successors and assigns agree to look solely to NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund, for the performance of all obligations and responsibilities of Third National Bank hereunder. Further, Grantee and Grantee's successors and assigns agree that NationsBank of North Carolina, N.A., is not liable hereunder personally or individually but solely in its capacity as Trustee for the NCNB Real Estate Fund, and it is understood and agreed that all representations, covenants, understandings and agreements herein made on behalf of NationsBank of North Carolina, N.A., are made and intended not as personal representations, covenants, understandings or agreements, but are made and intended for the purpose of binding only the assets of the trust over which NationsBank of North Carolina, N.A., is Trustee in favor of the NCNB Real Estate Fund. Grantee and Grantee's successors and assigns recognize that NationsBank of North Carolina, N.A., is not acting in its own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement.

WITNESS the execution of Grantor this the 22nd day of November, 1993.

THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND

By: Carolyn N. Robinson, AVP & TO
Its: V

[CORPORATE SEAL]

ATTEST: Gloria Bonds, V.P.
Assistant Secretary

TEXAS
178229.5
(Grassmere III)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Carolyn McKenzie with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Asst. V.P. & T.O. of THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND, the within named bargainor, and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND, by himself/herself as Asst. V.P. & T.O..

WITNESS my hand and official seal on this the 18th day of November, 1993.

Sharon A. Kient
Notary Public

SHARON A. KIENT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 9/27/97

LEGAL DESCRIPTION
(Grassmere III)

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

Being a parcel of land (the "Fee Simple Parcel") in the First Civil District, Davidson County, Tennessee, located in the northeasterly quadrant of the intersection of Trousdale Drive and Grassmere Park, being Lot No. 7 as shown on the plat of Resubdivision of Section Six, Grassmere, as of record in Book 7900 at Page 212, Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to Third National Bank as Ancillary Trustee for the NCNB National Bank of North Carolina, as Trustee for the NCNB Real Estate Fund of record in Book 6029 at Page 119, in said Register's Office.

TOGETHER WITH, all right, title and interest of Grantor in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Fee Simple Parcel and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Grantor in and to any adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Fee Simple Parcel and/or the improvements located thereon.

TOGETHER WITH, all right, title and interest, if any, of Grantor in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Fee Simple Parcel to the center line thereof, together with all right, title and interest of Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way.

TOGETHER WITH, all right, title and interest, if any, of Grantor in any alleys, strips or gores of land adjoining and pertaining to the Fee Simple Parcel.

TOGETHER WITH, a non-exclusive, perpetual easement for purposes of ingress and egress as set forth on Exhibit C attached hereto.

PROVIDED, HOWEVER, Grantor hereby reserves for itself, its successors and assigns, perpetual, non-exclusive signage and landscaping and ingress and egress easements as set forth on Exhibit C attached hereto.

Exhibit B

PERMITTED EXCEPTIONS

1. Matters revealed by and shown on that certain plat of physical survey entitled "NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund/As-Built Survey/Grassmere III," prepared by Barge, Waggoner, Sumner and Cannon, Registered Land Surveyors, dated May 24, 1990, last revised November 1, 1993, reference to which is hereby made.

2. Ad valorem property taxes for the year 1993, which have been prorated between Grantor and Grantee.

3. Permanent, non-exclusive signage and landscaping and ingress and egress easements as set forth on Exhibit C attached hereto.

4. Matters set forth on Schedule B of that certain Commonwealth Land Title Insurance Company owner's title insurance policy issued in favor of Grantee contemporaneously with the recordation of this deed.

5. Agreement between Cumberland Museum and Science Center and Thomas C. Scott, Trustee, recorded in Book 6008 at Page 895 in the Register's Office for Davidson County, Tennessee.

Exhibit C

RESERVED NON-EXCLUSIVE SIGNAGE AND LANDSCAPING EASEMENT AND APPURTENANT AND RESERVED INGRESS AND EGRESS EASEMENTS

1. Reserved Non-Exclusive Signage and Landscaping Easement.

(a) Creation of Easement. Grantor hereby reserves for the benefit of Grantor and Grantor's successors and assigns relative to that certain tract or parcel of land described on Exhibit D attached hereto and incorporated herein by reference (the "Benefitted Tract") a permanent, non-exclusive easement over, across, under and upon the Reserved Easement Area (as defined below) for purposes of installing, constructing, restructuring, operating, maintaining, repairing, replacing and removing (i) signage (including associated lighting) for the purpose of identifying and promoting the development commonly known as "Grassmere," including the Benefitted Tract, (ii) landscaping features and plantings and irrigation facilities, and (iii) underground utility lines and facilities necessary or appropriate to service the signage, landscaping and other facilities installed from time to time in the Reserved Easement Area pursuant to the foregoing clauses (i) and (ii). In addition, Grantor reserves for Grantor and Grantor's successors and assigns relative to the Benefitted Tract reasonable access rights to and from the Reserved Easement Area over and upon the Fee Simple Parcel (to be exercised, to the extent reasonably possible, by using existing paved driveways) for the purpose of exercising and realizing full enjoyment of the easement rights and privileges described above.

(b) Definition of "Reserved Easement Area". As used herein, the term "Reserved Easement Area" shall be deemed to refer to a portion of the westernmost corner of the Fee Simple Parcel more particularly described as follows:

BEGINNING at a point located at the intersection of the southeasterly right-of-way margin of Trousdale Drive (currently a 60-foot right-of-way) and the northerly right-of-way margin of Grassmere Park (a variable width right-of-way); thence with said southeasterly right-of-way margin of Trousdale Drive, the following two (2) calls: (1) with a curve to the right 47.11 feet to a point, said curve having a central angle of 89° 59' 00", a radius of 30.00 feet, a tangent of 29.99 feet and a chord of N 05° 32' 39" W, 42.42 feet and (2) N 39° 27' 00" 40.00 feet to a point; thence S 00° 47' 51" W 89.64 feet to a point located in the northerly right-of-way of Grassmere Park; thence with said northerly right-of-way margin of Grassmere Park, N 50° 32' 00" W 26.00 feet a point located at the intersection of said northerly right-of-way margin of Grassmere Park and the southeasterly right-of-way margin of Trousdale Drive, the POINT AND PLACE OF BEGINNING, containing approximately 1766 square feet, designated as "SIGN ESMT" on that certain plat of physical survey entitled "NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund/As-Built Survey/Grassmere III," prepared by Barge, Waggoner, Sumner and

Cannon, Registered Land Surveyors, dated May 24, 1990, last revised November 1, 1993, reference to which is hereby made for a more particular description.

(c) Assignment Right. Grantor reserves the right to assign its privileges and easements hereunder relative to the Reserved Easement Area to any owners' association currently or hereafter established for all or part of the development commonly known as "Grassmere" to allow such privileges and easements to be included as part of the common property owned by such owners' association. Without limiting the generality of the foregoing, Grantor may assign its privileges and easements hereunder relative to the Reserved Easement Area to the Grassmere Property Owners Association established under and pursuant to that certain Declaration of Restrictive Covenants recorded in Book 6008 at Page 866 (as amended) in the Register's Office of Davidson County, Tennessee.

(d) Indemnity. The fee simple owner of any portion of the Benefitted Tract (each a "Benefitted Owner") shall indemnify and hold harmless the fee simple owner of the Fee Simple Parcel from time to time (the "Property Owner") against any and all loss, cost, claim, damage and expense, including reasonable attorneys' fees and court costs, threatened against or arising out of the use and enjoyment by the Benefitted Owner or its tenants, invitees, licensees, representatives, employees, contractors and agents of the easement rights reserved herein relative to the Reserved Easement Area.

(e) Maintenance. Grantor shall be responsible for the maintenance and repair of the signage (including associated lighting), landscaping features, plantings, irrigation facilities, underground utility lines and facilities and other facilities installed from time to time within the Reserved Easement Area pursuant to the rights reserved in Paragraph 1(a) above. Provided, however, the costs incurred in connection with such maintenance and repair shall be allocated and borne, on a per acre basis, among the respective owners (each a "Maintenance Agreement Area Owner") of any portion of that certain tract or parcel of land described on Exhibit E attached hereto and incorporated herein by reference (the "Maintenance Agreement Area"). Grantor shall bill, on a periodic basis, each Maintenance Agreement Area Owner for its pro-rata share of the costs incurred in connection with the maintenance and repair of the Reserved Easement Area and the improvements therein. The obligations of each Maintenance Agreement Area Owner to reimburse Grantor for such costs shall be a personal covenant and obligation of the applicable Maintenance Agreement Area Owner as of the time such costs are billed. Grantor may hereafter assign its obligations under this Paragraph 1(e) to any owners' association for "Grassmere" (as described in Paragraph 1(c) above) or to any successor or assign of Grantor who owns any portion of the Maintenance Agreement Area; and in such case, if such assignee assumes in writing Grantor's obligations under this Paragraph 1(e), Grantor shall have no continuing responsibility or liability therefor from and after the effective date of such assumption.

2. Non-Exclusive 30-Foot Ingress and Egress Easements.

(a) Appurtenant Non-Exclusive Ingress and Egress Easement. Grantor hereby grants, transfers and conveys to Grantee and Grantee's successors and assigns relative to the Fee Simple Parcel a non-exclusive, perpetual easement for purposes of vehicular and pedestrian ingress and egress to and from the Fee Simple Parcel over a portion of the adjacent tract of land, owned by Grantor, lying generally to the east of the Fee Simple Parcel and bounded by the Fee Simple Parcel, the right-of-way of Trousdale Drive and the right-of-way of Grassmere Park (such adjacent tract of land owned by Grantor being shown on the Recorded Plat, as defined below, and being herein referred to as the "Adjacent Tract"), said easement area lying along the northeastern boundary of and adjoining the Fee Simple Parcel and being described as "30' Ingress/Egress Easement" on that certain plat of Resubdivision of Section Six, Grassmere, as recorded in Plat Book 7900 at Page 212 in the Register's Office of Davidson County, Tennessee (the "Recorded Plat"). The foregoing appurtenant ingress and egress easement area encumbering a portion of the Adjacent Tract as described above is sometimes hereinafter referred to as the "Appurtenant Ingress/Egress Easement Area."

(b) Reserved Non-Exclusive Ingress and Egress Easement. Grantor hereby reserves for the benefit of Grantor and Grantor's successors and assigns relative to the Adjacent Tract (as described on the Recorded Plat) a non-exclusive, perpetual easement for purposes of vehicular and pedestrian ingress and egress to and from the Adjacent Tract over that portion of the Fee Simple Parcel which is described as "30' Ingress/Egress Easement" on the Recorded Plat (which "30' Ingress/Egress Easement" is located along and within the northeastern boundary of the Fee Simple Parcel). The foregoing reserved ingress and egress easement area encumbering a portion of the Fee Simple Parcel as described above is sometimes hereinafter referred to as the "Reserved Ingress/Egress Easement Area."

(c) Maintenance Obligations. The Property Owner shall be responsible for maintaining, repairing and replacing (as necessary or required) the existing driveway, paving and curb and gutter improvements within the Reserved Ingress/Egress Easement Area and within the Appurtenant Ingress/Egress Easement Area. Provided, however, the obligation to maintain, repair and replace (as necessary or required) the existing driveway, paving and curb and gutter improvements within the Appurtenant Ingress/Egress Easement Area shall shift from the Property Owner to the fee simple owner of the Appurtenant Ingress/Egress Easement Area from time to time (the "Appurtenant Ingress/Egress Easement Area Owner") at such time as construction of a building is commenced on any portion of the Adjacent Tract (as described on the Recorded Plat) which is actually served by the Appurtenant Ingress/Egress Easement Area and the Reserved Ingress/Egress Easement Area. The existing driveway, paving and curb and gutter improvements within the Reserved Ingress/Egress Easement Area and within the Appurtenant Ingress/Egress Easement Area shall be maintained in a first-class, serviceable condition, free from obstructions and potholes. Once the burden of maintaining, repairing and replacing (as necessary or required) the improvements within the Appurtenant Ingress/Egress Easement Area shifts to the

Appurtenant Ingress/Egress Easement Area Owner, the Property Owner and the Appurtenant Ingress/Egress Easement Area Owner shall cooperate with one another from time to time to coordinate efforts to maintain, repair and replace (as necessary or required) the foregoing improvements.

(d) Optional Maintenance by Appurtenant Ingress/Egress Easement Area Owner. If the Property Owner fails to maintain, repair and replace the improvements within the Reserved Ingress/Egress Easement Area and the Appurtenant Ingress/Egress Easement Area (if applicable) as provided in Paragraph 2(c) above and if such failure is not corrected within thirty (30) days following written notice to the Property Owner, the Appurtenant Ingress/Egress Easement Area Owner shall be entitled, at the Appurtenant Ingress/Egress Easement Area Owner's option, to perform such maintenance responsibilities. In such case, the Property Owner shall be responsible for promptly reimbursing the Appurtenant Ingress/Egress Easement Area Owner for all reasonable out-of-pocket expenses incurred by the Appurtenant Ingress/Egress Easement Area Owner in completing such maintenance, repair and replacement obligations relative to the improvements within the Reserved Ingress/Egress Easement Area and the Appurtenant Ingress/Egress Easement Area (if applicable).

(e) Optional Maintenance by Property Owner. If the responsibility to maintain, repair and replace the improvements within the Appurtenant Ingress/Egress Easement Area has shifted to the Appurtenant Ingress/Egress Easement Area Owner pursuant to Paragraph 2(c) above, if the Appurtenant Ingress/Egress Easement Area Owner fails to maintain, repair and replace the improvements within the Appurtenant Ingress/Egress Easement Area as provided in Paragraph 2(c) above and if such failure is not corrected within thirty (30) days following written notice to the Appurtenant Ingress/Egress Easement Area Owner, the Property Owner shall be entitled, at the Property Owner's option, to perform such maintenance responsibilities. In such case, the Appurtenant Ingress/Egress Easement Area Owner shall be responsible for promptly reimbursing the Property Owner for all reasonable out-of-pocket expenses incurred by the Property Owner in completing such maintenance, repair and replacement obligations relative to the improvements within the Appurtenant Ingress/Egress Easement Area.

(f) Failure or Refusal to Pay. The obligations of the Appurtenant Ingress/Egress Easement Area Owner (if applicable) and the Property Owner to reimburse the other party for out-of-pocket costs incurred by such other party pursuant to Paragraph 2(d) above and Paragraph 2(e) above shall be a personal covenant and obligation of the then current Appurtenant Ingress/Egress Easement Area Owner or the then current Property Owner (as the case may be).

(g) Damage to Improvements by Appurtenant Ingress/Egress Easement Area Owner. In addition to its other obligations herein, the Appurtenant Ingress/Egress Easement Area Owner shall be responsible for paying for the cost of repairing any damage to the existing driveway, paving and curb and gutter improvements within the appurtenant Ingress/Egress Area if and to the extent caused by the Appurtenant

Ingress/Egress Easement Area Owner, its tenants, invitees, licensees, representatives, employees, contractors and agents.

(h) Mutual Indemnities. The Appurtenant Ingress/Egress Easement Area Owner shall indemnify and hold harmless the Property Owner against any and all loss, cost, claim, damage and expense, including reasonable attorneys' fees and court costs, threatened against or arising out of the use and enjoyment by the Appurtenant Ingress/Egress Easement Area Owner or its tenants, invitees, licensees, representatives, employees, contractors and agents of the easement rights reserved herein relative to the Reserved Ingress/Egress Easement Area. The Property Owner shall indemnify and hold harmless the Appurtenant Ingress/Egress Easement Area Owner against any and all loss, cost, claim, damage and expense, including reasonable attorneys' fees and court costs, threatened against or arising out of the use and enjoyment by the Property Owner or its tenants, invitees, licensees, representatives, employees, contractors and agents of the easement rights granted herein relative to the Appurtenant Ingress/Egress Easement Area.

3. Reserved Non-Exclusive 55-Foot Ingress and Egress Easement.

(a) Location. Grantor hereby reserves for the benefit of Grantor and Grantor's successors and assigns relative to the Adjacent Tract (as described on the Recorded Plat) a non-exclusive, perpetual easement for purposes of vehicular and pedestrian ingress and egress to and from the Adjacent Tract over that portion of the Fee Simple Parcel which is described as "55' Ingress Egress Esmt." on the Recorded Plat (which "55' Ingress Egress Esmt." is located along and in the vicinity of the southeastern and eastern boundaries of the Fee Simple Parcel). The foregoing reserved ingress and egress easement area encumbering a portion of the Fee Simple Parcel as described above is sometimes hereinafter referred to as the "55' Reserved Ingress/Egress Easement Area." Additionally, Grantor hereby reserves for the benefit of Grantor and Grantor's successors and assigns relative to the Adjacent Tract a non-exclusive right to maintain, repair and replace (as necessary or required) the existing driveway, paving, and curb and gutter improvements within the 55' Reserved Ingress/Egress Easement Area.

(b) Maintenance and Repair. In the event Grantor (or Grantor's successors or assigns relative to the Adjacent Tract) exercises its right to enter upon the 55' Reserved Ingress/Egress Easement Area for the purpose of maintaining, repairing and replacing (as necessary or required) the existing driveway, paving, and curb and gutter improvements within the 55' Reserved Ingress/Egress Easement Area, (i) the maintenance, repair and/or replacement activities shall be conducted in such a manner as to minimize any interruption of or interference with the activities within the Fee Simple Parcel and (ii) promptly following the completion of the maintenance, repair and/or replacement activities, the 55' Reserved Ingress/Egress Easement Area and any adjacent portion of the Fee Simple Parcel that is disturbed as a result of such activities shall be restored by Grantor or Grantor's successors or assigns (as the case may be), to the extent practicable, to the condition that existed immediately prior to the commencement of such activities.

(c) Indemnity. The fee simple owner of any portion of the Adjacent Tract that is benefitted by the 55' Reserved Ingress/Egress Easement Area from time to time (each an "Adjacent Tract Owner") shall indemnify and hold harmless the Property Owner against any and all loss, cost, claim, damage and expense, including reasonable attorneys' fees and court costs, threatened against or arising out of the use and enjoyment by the Adjacent Tract Owner or its tenants, invitees, licensees, representatives, employees, contractors and agents of the easement rights reserved herein relative to the 55' Reserved Ingress/Egress Easement Area.

4. Non-Exclusive Nature of Easements. The easements provided for in this Exhibit C are all non-exclusive in nature; and the fee simple owner of the property encumbered by each such easement shall be entitled to use (and to grant to other parties the non-exclusive right to use) such easement areas for any and all purposes that are not inconsistent with the easement rights granted or reserved (as the case may be) herein.

5. Rights and Covenants Run With Land. All terms, provisions, rights, easements, agreements and obligations set forth in this Exhibit C shall run with title to the specific land (or portion thereof) benefitted or burdened (as the case may be and as provided herein), and shall be binding upon and inure to the benefit of the owners of such benefitted or burdened land and the successors and assigns in title relative to such land.

Exhibit D

LEGAL DESCRIPTION OF BENEFITTED TRACT

Being all of the property conveyed to Third National Bank, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the NCNB Real Estate Fund, by that certain deed of record in Book 6029 at Page 119 of the Register's Office of Davidson County, Tennessee, LESS AND EXCEPT the following portions of the aforementioned property:

1. The Fee Simple Parcel, as described in Exhibit A;

2. That certain tract of land in the First Civil District, Davidson County, Tennessee, located north of Elysian Fields Road and south of Grassmere Park, and being Lot No. 3 as shown on a plat of Section Two, Grassmere, of record in Book 6200 at Page 77, in the Register's Office of Davidson County, Tennessee;

3. That certain tract of land in the First Civil District, Davidson County, Tennessee, located between Elysian Fields Road and Grassmere Park, east of Trousdale Drive, being Lot No. 2 as shown on a plat of Section One, Grassmere, of record in Book 5200 at Page 596, in the Register's Office of Davidson County, Tennessee;

4. That certain approximately 6.02-acre tract conveyed by Grantor to Dixie Electrotype Company, Inc. by that certain deed of record in Book 6335 at Page 439, in the Register's Office of Davidson County, Tennessee;

5. That certain approximately 35-acre tract conveyed by Grantor to AT&T Resource Management Corporation by that certain deed of record in Book 6478 at Page 578, in the Register's Office of Davidson County, Tennessee; and

6. Any portion(s) or area(s) within streets or roadways that have been dedicated to and accepted by the relevant public authorities for public maintenance purposes.

Exhibit E

LEGAL DESCRIPTION OF MAINTENANCE AGREEMENT AREA

Being all of the property conveyed to Third National Bank, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the NCNB Real Estate Fund, by that certain deed of record in Book 6029 at Page 119 of the Register's Office of Davidson County, Tennessee, LESS AND EXCEPT the following portions of the aforementioned property:

1. That certain approximately 6.02-acre tract conveyed by Grantor to Dixie Electrotype Company, Inc. by that certain deed of record in Book 6335 at Page 439, in the Register's Office of Davidson County, Tennessee;

2. That certain approximately 35-acre tract conveyed by Grantor to AT&T Resource Management Corporation by that certain deed of record in Book 6478 at Page 578, in the Register's Office of Davidson County, Tennessee; and

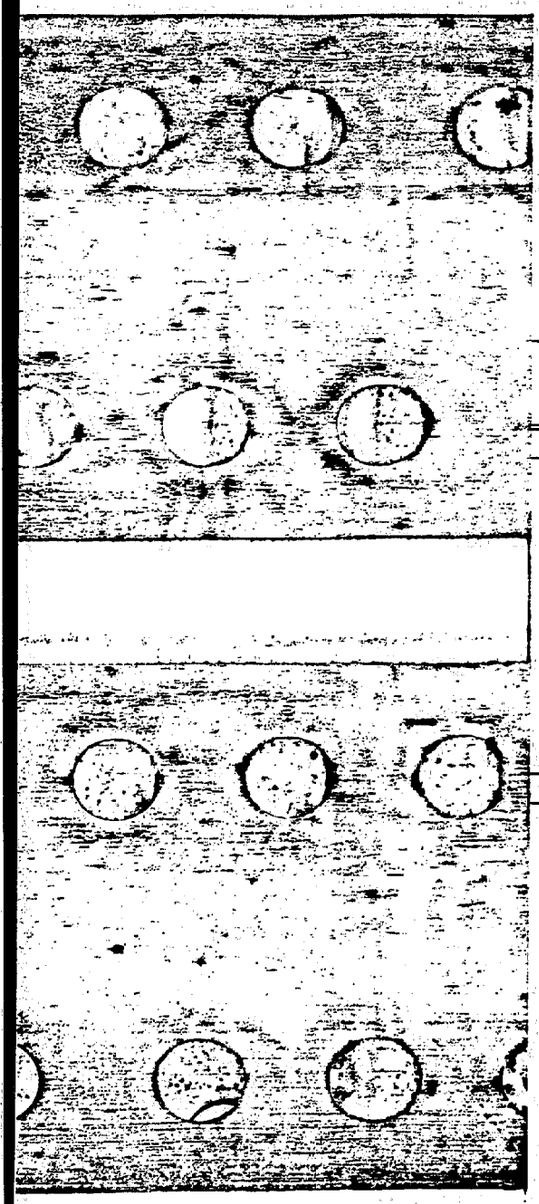
3. Any portion(s) or area(s) within streets or roadways that have been dedicated to and accepted by the relevant public authorities for public maintenance purposes.

89383
IDENTIF. ↑ REFERENCE

93 NOV 24 AM 10:21

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

2398 11/24 0101 03CHECK 23565.76



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9162 PAGE 949

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	63547.79
			CON TX	23512.76
			PRFEE	1.00
			WDEED	52.00
			TOTAL	23565.76
			CHECK	23565.76
11/24/93	01		10:22 0001	2398

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

89383

IDENTIF. ↑ REFERENCE

93 NOV 24 AM 10:21

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 726120