THIS INSTRUMENT PREPARED BY:
Kathy B. Atkinson, Esq.
Metropolitan Life Insurance Company
303 Perimeter Center North, Suite 600
Atlanta, Georgia 30346

BOOK 5172 PAGE 273

38

NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL:
ZML - NationsBank Plaza Limited Partnership, a Delaware limited partnership	same	MAP 93-2-3 Parcel 188
Address: Two North Riverside Chicago, Illinois 60606	Address:	

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration, or value, whichever is greater for this transfer is Twenty-Five Million, Five Hundred Thousand Dollars ($25,500,000.00).

Victor W. Turner
AFFIANT

Subscribed and sworn to before me, this 23rd day of November, 1993.

Stephen A. Boehm
NOTARY PUBLIC

My commission Expires: 2-18-97

8949 12/02 0101 03CHECK 94375-00

LIMITED WARRANTY DEED

THIS INDENTURE made this 30th day of November, 1993, between Metropolitan Life Insurance Company, a New York corporation, GRANTOR, and ZML - NationsBank Plaza Limited Partnership, a Delaware limited partnership, GRANTEE.

W I T N E S S E T H

That Grantor, for and in consideration of the sum of One Hundred and NO/100ths DOLLARS ($100.00) and for other good and valuable consideration in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto GRANTEE, its successors, representatives and assigns, the premises described on Exhibit "A" attached hereto and by reference made a part hereof, together with all easements and other rights, interest and easements appurtenant thereto, including, without limitation, any interest of GRANTOR in all sidewalks, walkways, common areas, streets or public ways, water and mineral rights appurtenant to the premises, and all buildings, fixtures, parking structures and improvements located on the premises.

TO HAVE AND TO HOLD the said premises to the said GRANTEE, its successors, representatives and assigns, forever.

AND GRANTOR, for itself, its representatives, successors and assigns does hereby covenant with GRANTEE, its representatives, successors and assigns, that GRANTOR is lawfully seized in fee simple of the premises herein conveyed; has full power, authority and right to convey the same; that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever claiming by through or under GRANTOR, subject only to those matters set forth on Exhibit "B" attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed under seal this 30th day of November, 1993.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York Corporation

By: Victor W. Timmons NBA
Its: VICE PRESIDENT

STATE OF GEORGIA)
)
COUNTY OF DeKalb)

Before me Patricia A. Brooks of the State and County aforesaid, personally appeared Victor W. Timmons, 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 Vice President of Metropolitan Life Insurance Company, a New York corporation, the within named bargainor, and that he as such Vice President executed the within instrument for the purposes therein contained, by signing the name of the corporation and affixing the seal thereto.

Witness my hand, at office, this 23rd day of November, 1993.

Patricia A. Brooks
NOTARY PUBLIC

My Commission Expires: 2-18-97

THIS INSTRUMENT PREPARED BY:
Kathy B. Atkinson, Esq.
Metropolitan Life Insurance Company
303 Perimeter Center North, Suite 600
Atlanta, Georgia 30346

c:\netonsbe\ltd_warr.ded

EXHIBIT "A"

BOOK 9172 PAGE 275

PARCEL 1:
Land in Nashville, First Civil District, Nineteeth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Fifth Avenue North between Union Street and Deaderick Street, being Lot No. E-1, as shown on the plan of Commerce Place as of record in Book 4885, page 78, Register's Office for Davidson County, and being more particularly described according to a survey by Barge, Waggoner, Sumner and Cannon, Wendell H. Talley, Tennessee R. L. S. No. 785, dated October 25, 1993, as follows:

Beginning at an iron pin at coordinates North 646,151.41, East 1,769,454.77, Tennessee State Plane Coordinate System, said iron pin being at the point of intersection of the northerly right-of-way line of Union Street and the easterly right-of-way line of Fifth Avenue North; thence, with said easterly right-of-way line N 27 deg. 13 min. 06 sec. W, 230.12 feet to a lead plug at coordinates North 646,356.05, East 1,769,349.51, said plug being at the point of intersection with the southerly right-of-way line of Deaderick Street; thence, with said southerly right-of-way line N 62 deg. 48 min. 35 sec. E, 63.00 feet to a point; thence, leaving said right-of-way line with the westerly line of Lot No. E-2 as shown on said plan of Commerce Place, the following calls: S 27 deg. 11 min. 25 sec. E, 17.75 feet to a point; S 72 deg. 11 min. 25 sec. E, 284.61 feet to a point; S 27 deg. 37 min. 02 sec. E, 8.90 feet to a point in the northerly right-of-way line of Union Street; thence with said line, S 62 deg. 19 min. 38 sec. W, 264.20 feet to the point of beginning, containing 36,677 square feet or 0.84 acre, more or less.

Being the same property conveyed to Metropolitan Life Insurance Company by deed from Commerce Place Venture, a Tennessee joint Venture, of record in Book 8777, page 281, Register's Office for Davidson County, Tennessee.

PERMITTED EXCEPTIONS

1. State and County taxes for the year 1993, a lien, now due and payable, in the amount of $513,286.20 (Map 93-2-3 Parcel 188).

2. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. Section 67-5-603.

3. Restrictive covenants contained in deeds (the "Deeds") of record in Book 4545, page 133, Book 4544, page 651, Book 4641, page 567, and Book 4942, page 336, Register's Office for Davidson County, Tennessee. The Deeds contain reverter clauses. However, pursuant to the terms of that certain certificate of compliance of record in Book 5136, page 193, Register's Office for Davidson County, Tennessee, as corrected by Instrument of Correction of record in Book 5252, page 353, Register's Office for Davidson County, Tennessee the restrictions contained in the unrecorded contracts (the "Restrictions") referred to in the Deeds under which the reverter clause could be invoked were satisfied. Consequently, our policy, when issued, will insure that the Restrictions have not been violated and will further insure against any loss or damage, not exceeding the amount of the policy, which the insured may sustain by reason of any now existing or future violation of the Restrictions.

4. Central Loop G. N. R. P. Project Restrictions of record in Book 4464, page 522, Register's Office for Davidson County, Tennessee.

5. Terms, provisions, conditions and restrictions contained in Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, page 786, as supplemented in First Supplement to Reciprocal Easements & Common Area Operating Agreement of record in Book 5522, page 84, Register's Office for Davidson County, Tennessee,

6. Lease between Commerce Place Venture and Commerce Union Bank of record in Book 4942, page 462, Register's Office for Davidson County, Tennessee.

7. Grant of Easement to Metropolitan Development and Housing Agency of record in Book 4942, page 353, Register's Office for Davidson County, Tennessee.

8. Parking Concession Agreement among SMWNPF Holding, Inc., Commerce Place Venture, Sovran Bank/Tennessee, and Carter & Associates Enterprises, Inc., of record in Book 8528, page 154, Register's Office for Davidson County, Tennessee.

9. All matters and notes appearing on the Plan of Commerce Place Block "E" of record in Plat Book 4885, page 78, Register's Office for Davidson County, Tennessee.

10. No insurance is afforded as to the exact amount of acreage contained in the property described herein.

11. Terms and conditions of that certain lease agreement by and between Metropolitan Life Insurance Company, as Landlord and Boult, Cummings, Conners & Berry, as Tenant, a Memorandum of which appears of record in Book 8820, page 334, Register's Office for Davidson County, Tennessee.

12. All matters appearing on the survey by Barge, Waggoner, Sumner and Cannon, dated October 25, 1993.

13. Rights of tenants in possession under those leases described on Schedule A hereto.

SCHEDULE A

Schedule of Leases

1. Lease Agreement dated November 1, 1988 by and between Commerce Place Venture ("CPV") and Better Business Bureau of Nashville/Middle Tennessee Inc., as amended.

2. Office Lease dated November 1, 1992 by and between Metropolitan Life Insurance Company ("Met Life") and Boult, Cummings, Conners & Berry.

3. Lease Agreement dated December 4, 1990 by and between CPV and Carter-Fleming & Associates.

4. Office Lease dated December 31, 1991 by and between CPV and Ernst & Young, U.S., as amended.

5. Office Lease dated February 12, 1992 by and between CPV and Fulton Armstrong Associates Inc.

6. Office Lease dated February 28, 1992 by and between CPV and Gideon & Wiseman.

7. Lease Agreement dated November 6, 1986 by and between CPV and Kraft, Cohen & Company, as amended.

8. Space Lease Agreement dated as of August 15, 1975 by and between CPV and Commerce Union Bank (now NationsBank of Tennessee, N.A. ("NationsBank")).

9. Lease Agreement dated July 15, 1982 by and between CPV and Commerce Union Bank (now NationsBank).

10. Lease Agreement dated September 7, 1989 by and between CPV and Sovran Bank/Central South ("Sovran") (now NationsBank).

11. Lease Agreement dated December 14, 1990 by and between CPV and Sovran (now NationsBank).

12. Office Lease dated October 30, 1992 by and between CPV and NationsBank, as amended.

13. Office Lease dated February 15, 1992 by and between CPV and North, Pursell and Ramos, as amended.

14. Office Lease dated May 28, 1993 by and between Met Life and Robert M. Pickens, MAI SRA, as amended.

15. Lease Agreement dated December 22, 1989 by and between CPV and Swaney & Vogt Architects, as amended.

16. Lease Agreement dated June 22, 1978 by and between CPV and The Tennessee Consumer Finance Association, as amended.

17. Office Lease dated October 8, 1991 by and between CPV and Tennessee Valley Authority

92130
IDENTIF. ➔ REFERENCE
93 DEC -2 AM 11:41
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

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

RECEIVED OF _____

FOR _____

BOOK 9172 PAGE 279

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

Conv. amt. 25,500,000.00

CON TX 94350.00
PRFEE 1.00
MDEED 24.00
TOTAL 94375.00
CHECK 94375.00

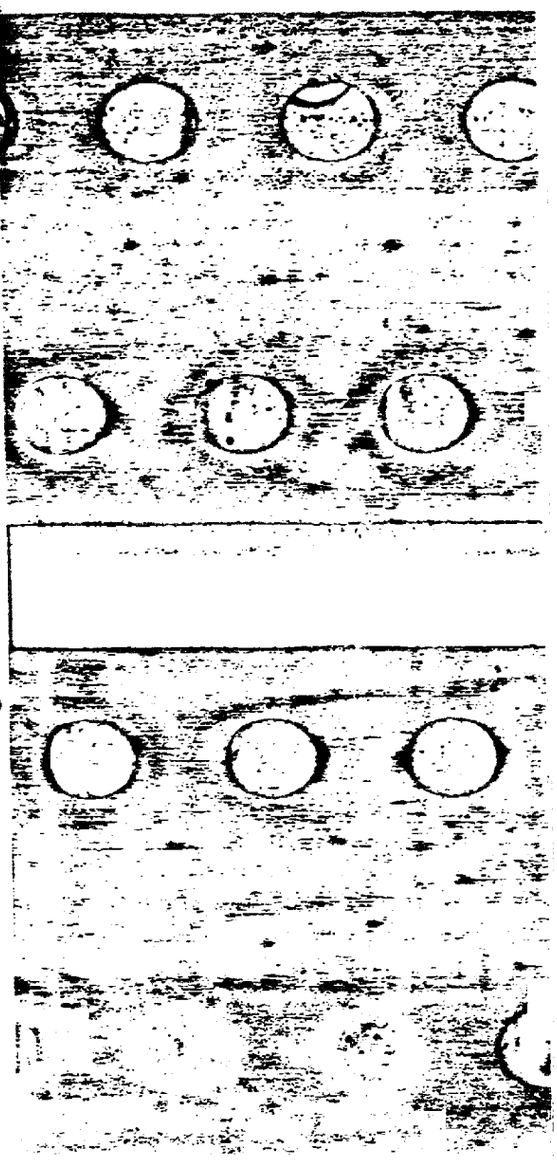
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/02/93 01 11:41 0001 8949

92130
IDENTIF. ↑ REFERENCE

93 DEC -2 AM 11:41

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.



No. 729021