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RFW

SPECIAL WARRANTY DEED

STATE OF WISCONSIN)
)ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF OUTAGAMIE)

That **AID ASSOCIATION FOR LUTHERANS**, a Wisconsin corporation ("Grantor"), acting herein by and through its undersigned duly authorized vice president and assistant secretary for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by **WDS TN, L.P.**, a Tennessee limited partnership, hereinafter called "Grantee", whose address is 3322 West End Avenue, Suite 115, Nashville, Davidson County, Tennessee, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the Grantee, the land (the "Land") more particularly described on Exhibit A, hereto attached and hereby made a part hereof, together with all buildings and other improvements situated thereon (the "Improvements"), all fixtures thereto (the "Fixtures"), and all and singular the rights and appurtenances pertaining to the Land, including all of Grantor's estate, right, title and interest in and to adjacent streets, alleys or rights-of-way (the "Benefits"); the Land, Improvements, Fixtures and Benefits being collectively referred to as the "Property".

This conveyance and Grantor's said warranties are also made and accepted subject to the "Permitted Encumbrances" described on Exhibit B, hereto attached and hereby made a part hereof. Grantor warrants to Grantee that the Property is free from all liens and encumbrances made by Grantor except for the Permitted Encumbrances.

TO HAVE AND TO HOLD the above described Property unto the said Grantee, his successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE, BY ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THAT GRANTEE IS SATISFIED AS TO THE CONDITION OF SAME AND THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTERS AFFECTING OR RELATING TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY AND ANY IMPROVEMENTS THEREON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED

INTO ANY SUCH IMPROVEMENTS, (iii) ANY ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY, AND (iv) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY AND ANY IMPROVEMENTS THEREON.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officers, duly authorized this 13th day of January, 1994.

AID ASSOCIATION FOR LUTHERANS, a
Wisconsin corporation

By: _____
Wayne C. Streck
Vice President
Mortgages and Real Estate

By: _____
Kenneth E. Podell
Assistant Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF OUTAGAMIE)

On this 13th day of January, 1994, before me personally came the above named Wayne C. Streck, Vice President - Mortgages and Real Estate, and Kenneth E. Podell, Assistant Secretary, of Aid Association for Lutherans, a Wisconsin corporation, to me known to be such officers of said corporation and to me well known to be the persons who executed the above instrument and acknowledged the same as the deed of said corporation.

_____
Notary Public

My Commission Expires 5/29/94.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 16,600,000.00

_____
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF January 19 94

_____
Deputy Register

This instrument prepared by Attorney Kenneth E. Podell, 4321 North Ballard Road, Appleton, Wisconsin 54919.

Exhibit A

Legal Description

Being a parcel of property lying in Davidson County, Tennessee and being Lot number 4 as shown on the plan of West End Park, as of record in Book 161, page 47, Register's Office for Davidson County, Tennessee and being more particularly described according to a survey made by Jerry Morrow, Surveyor, dated June 26, 1984, revised August 15, 1984, as follows:

Beginning at an iron pin, the Northeast corner of Lot 4 and the southeast corner of Lot 3 in the Westerly line of Park Drive, said pin being located Southwesterly 609.51 feet from the South right-of-way line of Acklen Park Drive.

Thence with Park Drive on a curve to the right, the central angle of which is 45 deg. 00 min. 00 sec., the radius of which is 135.20 feet, the chord of which is south 59 deg. 40 min. 01 sec. West 103.48 feet, an arc distance of 106.19 feet to an iron pin.

Thence continuing with Park Drive on a curve to the right, the central angle of which is 15 deg. 00 min. 59 sec. the radius of which is 522.50 feet the chord of which is South 89 deg. 40 min. 30.5 sec. West, 136.55 feet, an arc distance of 136.94 feet to an iron pin.

Thence continuing with Park Drive, North 82 deg. 49 min. 00 sec. West, 196.80 feet to an iron pin corner common with Lot 5 in the North line of Park Drive.

Thence with Lot 5, North 42 deg. 34 min. 09 sec. East, 305.80 feet to an iron pin corner common with Lot 6, Lot 7 and Lot 3.

Thence with Lot 3, South 47 deg. 25 min. 51 sec. East, 290.90 feet to the point of beginning.

Exhibit B

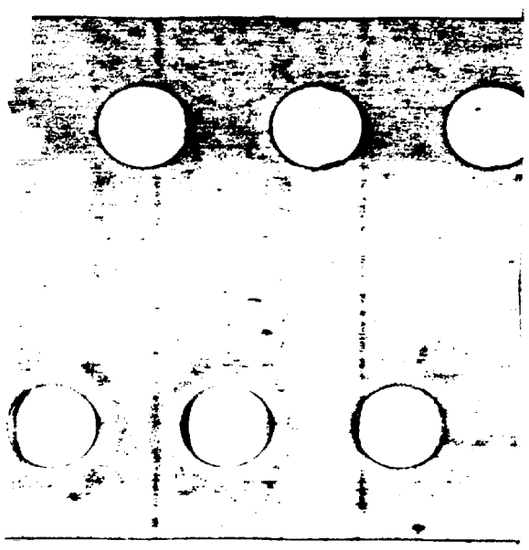
Permitted Encumbrances

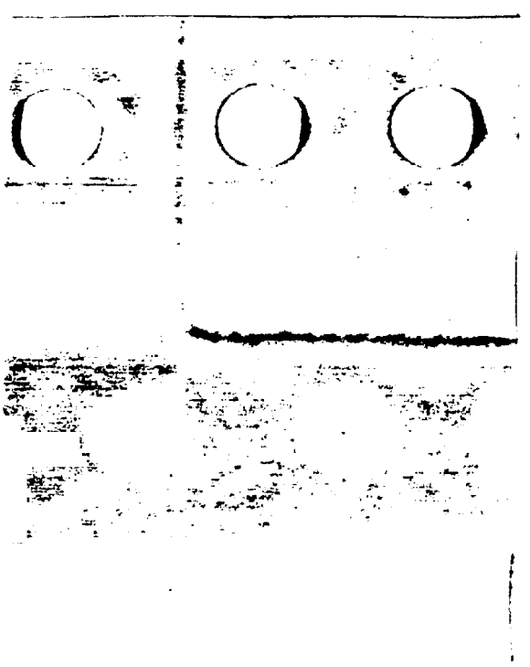
1. Taxes for 1994: a lien, but not yet due or payable.

2. Plan of record in Plat Book 161, page 47, Register's Office for Davidson County, Tennessee.

3. Agreement and Declaration of Restrictive Covenants of Acklen Park Lawns Association of record in Book 7358, page 1, said Register's Office, including, but not limited to, assessment rights set forth in Article II thereof and Grantee's Covenant in Article IV thereof.

08137
IDENTIF. & REFERENCE
94 JAN 14 PM 4:45
0180 01/14 0101 03CHECK 61437.00





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

RECEIVED OF _____

FOR _____

BOOK 9221 PAGE 969

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
				CON TX 61420.00
				PRFEE 1.00
				MDEED 16.00
				TOTAL 61437.00
				CHECK 61437.00
01/14/94	01			16:45 0001 0180

16,600,000.00 CAMT

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08137
IDENTIF. ↑ REFERENCE

94 JAN 14 PM 4:45
REGISTER
DAVIDSON CO. TN.

No.746164