This instrument prepared by:
Sam D. Hodges, III
Grissim and Hodges, Attorneys
323 Union Street
Nashville, Tennessee 37201

BOOK 9597 PG 663

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
DUKE REALTY LIMITED PARTNERSHIP 8888 Keystone Crossing Suite 1200 Indianapolis, IN 46240-2182 Attn: Richard W. Horn	Same	175-160

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AMERICAN FIDELITY ASSURANCE COMPANY, an Oklahoma corporation (the "Grantor") has bargained and sold and by these presents does transfer and convey unto the said DUKE REALTY LIMITED PARTNERSHIP (the "Grantee"), its successors, representatives and assigns, all of its right, title and interest in and to that certain land in Davidson County, State of Tennessee, being more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Jackson Business Park Subdivision of Lot No. 5, as shown on plat of record in Plat Book 6250, page 568, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to American Fidelity Assurance Company, by deed of record in Book 7050, page 596, Register's Office for Davidson County, Tennessee.

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, his heirs, successors, representatives and assigns, forever. And Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for current year real property taxes and except as follows:

1. Current year real property taxes, which are the responsibility of a third party and have not been pro-rated in connection with this transfer;

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 6060, page 449, Register's Office for Davidson County, Tennessee, and in any allied instrument(s) referred to in said restrictions.

3. Terms and Provisions of Lease Agreement with Keebler Company, as amended, which is attached as Exhibit "A" to the Assignment of Lease of record in Book 7105, page 156, said Register's Office.

4. All matters shown on the plat of record in Book 6250, page 568, said Register's Office.

Grantor covenants with Grantee that the Property is free from all encumbrances made by Grantor, except as may be set forth herein, otherwise the property is conveyed "AS IS" and "WITH ALL FAULTS." Except for the Seller Representations as set out in that certain Purchase and Sale Agreement dated FEBRUARY 13, 1995, 1995, executed by and between Grantor, as "Seller," and Grantee, as "Buyer," concerning the Property, Grantor has not made and does not hereby make any representations or warranties of any kind or character whatsoever, express or implied, with respect to the Property, its condition (including without limitation any representation or warranty regarding condition (environmental or otherwise) or uses, quality of construction, workmanship, merchantability or fitness for any particular purpose), income to be derived therefrom or expenses to be incurred with respect thereto, or obligations or any other matter or thing relating to or affecting the same, and except for the Seller Representations (a) Grantor does hereby disclaim and renounce any such representation or warranty and (b) Grantee acknowledges that Grantee accepts this Deed without relying upon any such representation or warranty by Grantor or by its agent or by any other person. Grantor makes no representations or warranties whatsoever regarding the presence or absence of asbestos or any other hazardous or toxic materials or chemicals in, at, or under the Property.

And Grantor does further covenant and bind itself, its successors, representatives and assigns to warrant and forever defend the title to the said land to the said Grantee, its successors, representatives and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject however to the permitted encumbrances set out above.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the 17th day of FEBRUARY, 1995.

AMERICAN FIDELITY ASSURANCE COMPANY,
an Oklahoma corporation

BY: _____

Title: Vice President

Date of Execution: FEBRUARY 17, 1995

BOOK 9597 PG 665

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DANIEL D. ADAMS, JR., with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the VICE PRESIDENT of AMERICAN FIDELITY ASSURANCE COMPANY, an Oklahoma corporation, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at OKLAHOMA CITY/ ~~Tennessee~~ OKLAHOMA, this 17th day of FEBRUARY, 1995.

Sallyann Brannen
NOTARY PUBLIC

My Commission Expires: 9-13-96

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

The actual consideration for this transfer is $1,512,000.00.

Affiant

Subscribed and sworn before me this 17th day of FEBRUARY, 1995.

Sallyann Brannen
NOTARY PUBLIC

My Commission Expires: 9-13-96

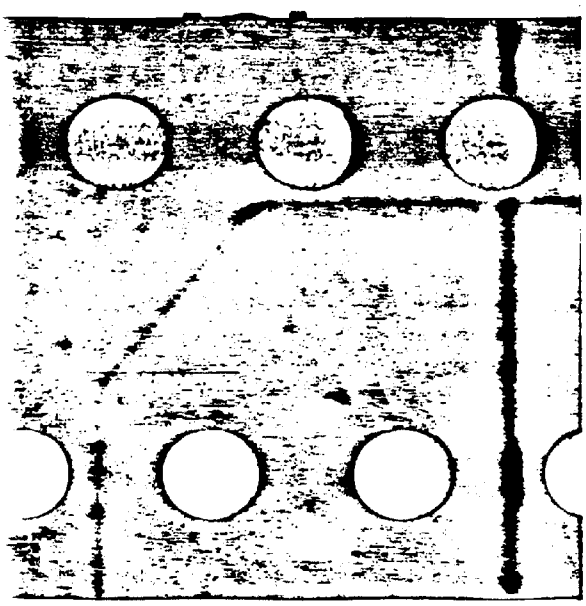
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PICK-UP

35015
IDENTIF. & REFERENCE

95 FEB 17 AM 11:54
FELIX E. DAVIDSON REGISTER
DAVIDSON COUNTY, TN.

2687 02/16 0101 CHECK 5644.40



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

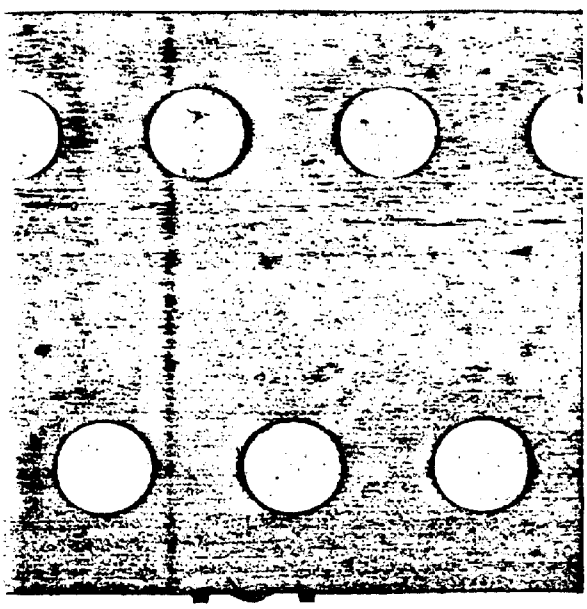
RECEIVED OF _____

FOR _____

BOOK 9597 PG 666

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 1522000.00
CON TX 5631.40
PRFEE 1.00
WDEED 12.00
TOTAL 5644.40
CHECK 5644.40

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/16/95 01 23:52 0001 2687

35015
IDENTIF. ↑ REFERENCE

95 FEB 17 AM 11:54
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 882384