48472

IDENTIFICATION REFERENCE

This Instrument Prepared by:
Record and Return To:

Deborah M. Rochkind, Esq.
Arent Fox Kintner Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

BOOK 9637 PG 101

Responsible Taxpayer and Property Owner:

TE-Two Real Estate Limited Partnership
11 Canal Center Plaza
Suite 200
Alexandria, VA 22314

Tax and Parcel Identification No.: Map 96-13/Parcel 187

THIS SPECIAL WARRANTY DEED is made this 27th day of March, 1995 from UNION FINANCIAL CORPORATION, a Tennessee corporation (the "*Grantor*"), whose address is c/o Resolution Trust Corporation, 801 17th Street, N.W., Suite 200, Washington, D.C. 20434, to TE-TWO REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership (the "*Grantee*"), whose address is 11 Canal Center Plaza, Suite 200, Alexandria, Virginia 22314.

WHEREAS, Grantor holds legal title to certain property more particularly described in *Exhibit A* attached hereto and made a part hereof (the "*Property*"); and

WHEREAS, Grantor desires to convey to Grantee in fee simple all of its right, title and interest in and to the Property in consideration of payment by Grantee of ONE HUNDRED DOLLARS ($100.00) (the "*Purchase Price*").

NOW, THEREFORE, for and in consideration of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, alien, release and convey unto the Grantee all of the Property, together with all of the improvements and buildings thereon, all tenements, hereditaments and appurtenances thereto and certain fixtures thereon including all of Seller's right, title and interest in and to all easements, covenants and other rights appurtenant to said property, and all right, title and interest of Seller, if any, in and to any land lying in the bed of any street, road, avenue or alley, open or

closed, in front of or adjoining said Property and to the center line thereof.

This Special Warranty Deed is made and accepted subject to the reservations, restrictions, easements, covenants and conditions, if any, described in *Exhibit B* attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto, the Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when such claim is made by, through or under Grantor, but not otherwise.

Grantor by the execution of this Deed and Grantee by the acceptance of this Deed: (a) do not intend for the conveyance evidenced hereby to extinguish the liens, security interests, rights and powers created by the Interim Deed of Trust, Assignment, Security Agreement and Financing Statement ("*Deed of Trust*") recorded in Book 9003, Page 619, real property records of Davidson County, Tennessee, or cause the merger of the right, title and interest of Grantee pursuant to the Deed of Trust with the right, title and interest of Grantee created by this Deed; (b) intend that the right, title and interest of Grantee created by the Deed of Trust and the right, title and interest of Grantee created by this Deed shall remain separate estates; (c) agree that no part of the consideration for the conveyance herein made includes any cancellation, compromise or other modification of the indebtedness secured by the Deed of Trust; and (d) agree that the conveyance made hereby is subject to the liens, security interests, rights and powers created by the Deed of Trust.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its representatives thereunto duly authorized.

UNION FINANCIAL CORPORATION, a Tennessee corporation

By: _____

Name: DAVID V. DAL - CREDRO

Attorney-in-Fact

Project No. 13614
Print Place
Nashville, Tennessee
11-13-98

ACKNOWLEDGMENT

~~STATE~~ District of Columbia §
§
COUNTY OF _____ §

Before me, a notary public of the state and county mentioned, personally appeared Laura Vidal-Cortes with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of Union Financial Corporation, the within named bargainor, a Tennessee corporation, and that such president or officer as such, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as such officer.

WITNESS my hand and seal, at office in Wash. D.C., this 28th day of March, 1995.

Marc L. Hopkins
Notary Public

My commission expires: 5/14/99

Control No. 13604
Point Place
Nashville, Tennessee
03/03/95

Asset 13604

EXHIBIT A

BOOK 9637 PG 104

A tract of land in the First Civil District of Metropolitan Nashville-Davidson County, Tennessee and being Lot No. 1 on the Plan of Point Place Business Park, of record in Book 5200, page 481, Register's Office for Davidson County, Tennessee, and also being shown on a boundary survey by Ragan-Smith-Murphy & Associates, Inc. dated 12-13-82, and revised 1-28-83, and being more particularly described as follows:

Beginning at an existing iron pin on the easterly right of way line of Donelson Pike, as widened, at the southwesterly corner of Lot No. 1, Hailey Tract Subdivision as of record in Book 4350, page 157, Register's Office for Davidson County, Tennessee,and being the northwesterly corner of the herein described tract; thence,

1. With the southerly line of Lot No. 1, Hailey Tract, S 84°-10'-30" E, passing an existing iron pin at 349.00 feet (the southeasterly corner of Hailey Tract), a total of 540.68 feet to an iron pin set; thence,

2. S 5°-49'-30" W 581.65 feet to an iron pin set at the northeasterly corner of Parcel (188) on Tax Map 96-13 and being owned by Frank K. Bellar as of record in Deed Book 5658, page 557, Register's Office for Davidson County, Tennessee; thence,

3. With the northerly line of Bellar and with the north line of Lot No. 1, Donelson Square as of record in Book 4955, page 80, Register's Office for Davidson County, Tennessee N 85°-30'-38" W 300.00 feet to an iron pin set at the northwesterly corner of Lot No. 1, Donelson Square and being in the easterly line of George P. Morris Property as of record in Deed Book 4962, page 402, Register's Office for Davidson County, Tennessee; thence,

4. With the easterly line of Morris, N 4°-29'-22" E 9.11 feet to an iron pin set, Morris' northeasterly corner; thence,

5. With the north line of Morris, N 85°-30'-38" W 75.00 feet to an iron pin set at the northwesterly corner of Morris and being in the easterly line of Tenneco Site No. 1 as of record in Book 4350, page 111, Register's Office for Davidson County, Tennessee; thence,

6. With the easterly line of Tenneco Site No. 1, N 4°-29'-22" E 10.00 feet to an iron pin set at the northerly corner of Tenneco Site No. 1; thence,

7. With the northerly line of Tenneco Site No. 1, N 84°-44'-47" W 3.90 feet to an iron pin set at the southeasterly corner of Lot No. 2, Donelson Square as of record in Book 4955, page 80, Register's Office for Davidson County, Tennessee; thence,

8. With the easterly line of Lot No. 2, Donelson Square, N 00°-45'-56" E 106.55 feet to an iron pin set at the northeasterly corner of Lot No. 2, Donelson Square; thence,

9. With the northerly line of Lot No. 2, N 85°-50'-45" W 20.00 feet to the southeasterly corner of Loretta Lynn's Western Stores, Inc. as of record in Deed Book 4380, page 273, Register's Office for Davidson County, Tennessee; thence,

10. With the easterly line of Loretta Lynn's Western Stores, Inc. N 5°-45'-[illegible]° E 64.51 feet to an iron pin set at the southeasterly corner of a tract of land conveyed to Loretta Lynn's Western Stores, Inc. by deed recorded in Book 5085, page 70, Register's Office for Davidson County, Tennessee; thence,

11. With the easterly line of said tract, N 7°-55'-06° E 30.00 feet to an iron pin set; thence,

12. With the northerly line of Loretta Lynn's Western Stores, Inc., N 82°-44'-42° W 200.00 feet to an iron pin set on the easterly right of way line of Donelson Pike, as widened; thence,

13. With the easterly right of way of Donelson Pike, as widened, with a curve to the right (radius 1,392.40') northerly a distance of 343.23 feet to an iron pin set at the end of said curve. Said curve having a chord bearing and distance of N 15°-35'-50.5° E 342.363 feet; thence,

14. Continuing with the easterly right of way line of Donelson Pike, N 22°-39'-33° E 30.19 feet to the point of beginning and containing 299,824 square feet or 6.883 acres.

Together with easements for ingress and egress of vehicular and pedestrian traffic, an easement for walking upon and driving and parking vehicles upon, over and across all sidewalks, entrances, driveways and lanes and parking areas on Lot 2, for the purpose of drainage of surface water from Lot 1 over and on Lot 2, and for the purpose of maintaining, installing and repairing underground facilities serving Lot 1 contained in the Declaration of Reciprocal Easements and Restrictive Covenants of record at Book 5998, page 424, said Register's Office.

Together with the right to park vehicles on an adjacent .719 acres as described in Memorandum of Lease dated April 30, 1985, by and between Point Place II, Ltd. as Lessor and Carroll LNDC #1 as Lessee as amended by Agreement to Prepay Lease dated November 21, 1985, which is further described in that certain Memorandum of Lease dated December 12, 1985.

Being the same property conveyed to Union Financial Corporation by deed from Tennessee Trust Company, Trustee for Point Place Partners of record in Book 7743, page 112, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

Asset 13604

EXHIBIT B

PERMITTED EXCEPTIONS

BOOK 9637 PG 106

1. Memorandum of Lease by and between Point Place II, Ltd., a Tennessee limited partnership, Lessor, and Carroll/LNDC No. 1, a Joint Venture, Lessee, dated as of April 30, 1985, of record in Book 6735, page 148, Register's Office for Davidson County, Tennessee.

2. Short Form Lease by and between Carroll-LNDC #1, A Joint Venture, Lessor, and ITT Education Services, Inc. Lessee, dated September 19, 1984, of record in Book 6387, page 648, Register's Office for Davidson County, Tennessee.

3. Non-Disturbance Agreement between ITT Educational Services, Inc., a Delaware corporation, Third National Bank in Nashville, as Trustee, and Lincoln National corporation, an Indiana corporation, dated August 6, 1984, of record in Book 6387, page 653, Register's Office for Davidson County, Tennessee.

4. Restrictive covenants of record in Book 4343, page 982, Register's Office for Davidson County, Tennessee.

5. Declaration of Reciprocal Easements and Restrictive Covenants, of record in Book 5998, page 424, Register's Office for Davidson County, Tennessee.

6. Water line easement and all rights of others therein, as set forth in Deed from Marian Henderson Craig, to George E. Greer and wife, Ida G. Greer, dated October 10, 1949, of record in Book 1760, page 419, Register's Office for Davidson County, Tennessee.

7. Sanitary sewers and/or storm drainage easement conveyed by Deed from C.E. Hooper and wife, Peggy K. Hooper and Frank Bellar and wife, Ruth Bellar, to Metropolitan Government of Nashville and Davidson County, Tennessee, dated July 11, 1976, of record in Book 5078, page 386, Register's Office for Davidson County, Tennessee.

8. Storm Water Detention Agreement, dated June 20, 1983, of record in Book 6145, page 247, Register's Office for Davidson County, Tennessee.

9. Subject to all matters shown on the Plan of record in Book 5200, page 481, Register's Office for Davidson County, Tennessee, including an owner's certificate, a 60-foot minimum building setback line from Donelson Pike, a 15-foot minimum building setback line from the southerly and westerly lines of said lot, a 15-foot minimum building setback line from a portion of the northerly line of said lot, a 60-foot minimum building setback line from the southerly line of said lot, a 20-foot easement for sanitary sewers and/or storm drainage, as set forth in Book 5078, page 386, said Register's Office, containing an 8-inch sewer line, running along the westerly and southerly lines and across the southwesterly portion of said lot, a 15-foot easement for drainage purposes along the southerly lines of said lot, and a 10-foot easement for water line purposes along the westerly line of said lot. A note on the Plat which states, "3. Pertaining to a 10-foot water line easement. According to notation in Deed Book 1760, page 419, Register's Office for Davidson County, Tennessee, there was an easement for a water line across subject property, serving property to the South, known as the Old Henderson Residence. According to map on file in the Department of Water and Sewerage Services, Metropolitan Government, there is a 2-1/4 inch water line across site, as shown thereon, and according to recorded map, adjoining site there is a 10-foot easement as noted in Book 1760, page 419, said Register's Office."

10. Assignment of Landlord's Interest in Leases as Collateral Security from Union Financial corporation, to First Tennessee Bank, National Association, as Trustee, of record in Book 7743, page 136, Register's Office for Davidson County, Tennessee.

11. Loan Agreement between Union Financial corporation and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7743, page 147, Register's Office for Davidson County, Tennessee.

12. Indenture of Trust between First Tennessee Bank, National Association, as Trustee, and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7743, page 186, Register's Office for Davidson County, Tennessee.

13. First Supplemental Indenture of Trust, dated March 1, 1989, by and between The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, and First Tennessee Bank National Association, of record in Book 7783, page 189, Register's Office for Davidson County, Tennessee.

14. UCC-1 Financing Statement naming Union Financial Corporation as Debtor, and The Industrial Development Board for the Metropolitan Government of Nashville and Davidson County, Tennessee, as Secured Party, assigned to First Tennessee Bank National Association, of record in Book 7743, page 143, and as File No. D52462, said Register's Office.

15 Rights of parties in possession, as tenants only, under unrecorded leases which were executed prior to the later of the date on which the insured mortgage(s) and any modifications were recorded and which have not been subordinated to the insured

16. Deed of Trust from Union Financial Corporation to Clay Petrie, Esq. for the benefit of TE-Two Real Estate Limited Partnership to secure the principal indebtedness of $3,548,000 recorded July 2, 1993 in Book 9003, page 619 in Davidson County, TN.

17. Agreement to Reinstate Deed of Trust and Security Agreement dated June 30, 1994 between Union Financial Corporation, TE-Two Real Estate Limited Partnership, The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, First Tennessee Bank National Association and Resolution Trust Corporation recorded July 1, 1994 in Book 9396, page 143 RODC.

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,548,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

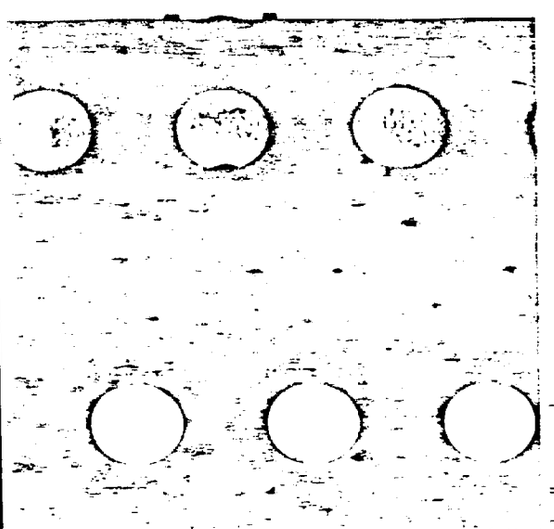
Deborah M. Rockland
Affiant

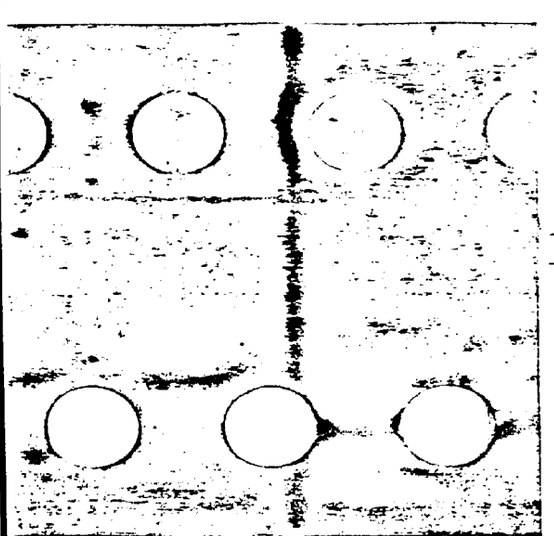
Subscribed and sworn to before me this 28 day of March, 1995.

Teresa L. Shirley
NOTARY PUBLIC

My Commission Expires: TERESA L SHIRLEY NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires June 30, 1995

1994 04 04 1101 03CHECK 13150.00





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

RECEIVED OF _____

FOR _____

BOOK 9637 PG 109

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

	AMT
	3548000.00
CON TX	13127.60
PRFEE	1.00
WDEED	32.00
TOTAL	13160.60
CHECK	13160.60

04/04/95 01 15:42 0001 7484

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIFICATION REFERENCE 48472

95 APR -4 PM 3:13

REGISTER
DAVIDSON CO. TENN.

No. 897010