Bov 49
95-29813

BOOK 10014 PG 344

This Instrument Prepared by:	Record and Return and Send Tax Bills to New Owner:	Tax and Parcel Ident. No.:
James T. Rain, Esq. Locke Purnell Rain Harrell (A Professional Corporation) 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201	SL Holdings, a Tennessee Limited Partnership 631 Second Avenue South, Suite 3-F Nashville, Tennessee 37210 Attention: Mr. Floyd Shechter	Map 96-13/Parcel 187

96 APR 12 PM 4:19
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE 0170895

State of Tennessee
County of Davidson

STUART JONES NOTARY AT LARGE STATE OF TENNESSEE

The actual consideration or value, whichever is greater, for this transfer is $4,350,000.

Floyd Shechter, Affiant

Subscribed and sworn to before me this 1st day of April, 1996.

My Commission Expires Sept 26, 1998

My Commission Expires: _____

Notary Public

DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 29th day of March, 1996 from TE-TWO REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership (the "Grantor"), who address is 600 Las Colinas Blvd., Suite 1900, Irving, Texas 75039, Attention: Mr. Rusty Perry, to SL HOLDINGS, A TENNESSEE LIMITED PARTNERSHIP (the "Grantee"), whose address is 631 Second Avenue South, Suite 3-F, Nashville, Tennessee 37210, Attention: Mr. Floyd Shechter.

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 FOUR MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($4,350,000.00) (the "Purchase Price").

NOW, THEREFORE, for and in consideration of the payment 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 wide 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.

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

TE-TWO REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited partnership

By: WH-JER TE-Two Investors, L.P.,
its general partner

By: JER TE-Two Services, Inc.,
its general partner

By: _____
Name: James Weston Moffett
Title: Vice President

STATE OF TEXAS
COUNTY OF DALLAS

Personally appeared before me, a Notary Public, James Weston Moffett, with whom I am personally familiar (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained, and who further acknowledged that s/he is the Vice President of JER TE-Two Services, Inc., and that said corporation is the general partner of WH-JER TE-Two Investors, L.P., which is itself the general partner of TE-TWO REAL ESTATE LIMITED PARTNERSHIP, and h/she is authorized to execute this instrument on behalf of said corporation, acting on behalf of said TE-TWO REAL ESTATE LIMITED PARTNERSHIP.

Witness my hand at office this 29 of March, 1996.

Seal Here:

DIANA K. BROWN
Notary Public
STATE OF TEXAS
My Commission Expires 08-17-99

_____
Notary Public, State of Texas

EXHIBIT A
Legal Description of Land

Land in Davidson County, Tennessee, being Lot 1 on the Plan of Point Place Business Park, as shown on plat of record in Plat Book 5200, Page 481 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 TE-Two Real Estate Limited Partnership by Deed of Record in Book 9637, Page 101, Register's Office for Davidson County, Tennessee.

0005 04/12 0101 03CHECK 16112.00

EXHIBIT B

Permitted Exceptions

1. 1996 Taxes, a lien, which is not yet due and payable.

2. Sanitary Sewers and/or Storm Drainage Easement(s) as set forth in instrument recorded in Book 5078, page 386, as more particularly shown on the as-built survey titled Point Place Office Building, dated 12/5/95, prepared by H & H Land Surveying, Inc.

3. Storm Water Detention Agreement as record in Book 6145, page 247, as more particularly shown on the as-built survey titled Point Place Office Building, dated 12/5/95, prepared by H & H Land Surveying, Inc.

4. Rights of Others in Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 5998, page 424, as more particularly shown on the as-built survey titled Point Place Office Building, dated 12/5/95, prepared by H & H Land Surveying, Inc.

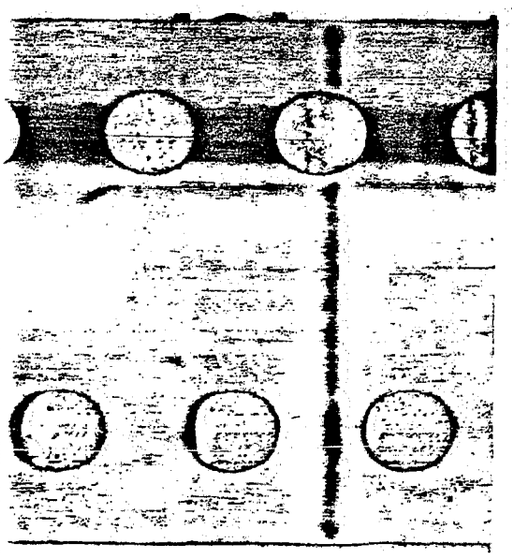
5. Water Line Easement(s) as set forth in instrument recorded in Book 1760, page 419, as more particularly shown on the as-built survey titled Point Place Office Building, dated 12/5/95, prepared by H & H Land Surveying, Inc.

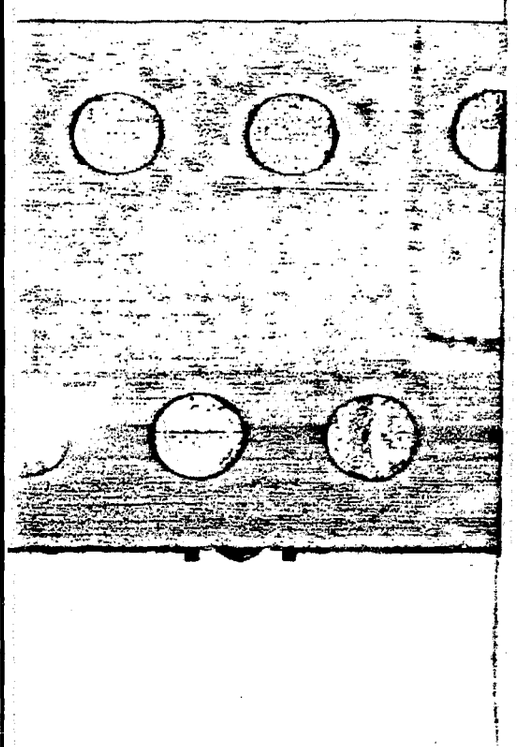
6. Rights of tenants in possession under unrecorded lease(s), as tenants only.

7. Terms and provisions of Lease from Carroll/LNDC #1, to ITT Educational Services, Inc. dated 9/19/94 and recorded in Book 6367, page 648.

8. All matters shown on Plat recorded in Book 5200, page 481.

NOTE: All references by Book and page to instruments of record refer to instruments recorded in the Register's Office of Davidson County, Tennessee.





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

RECEIVED OF _____

FOR _____ BOOK 10014 PG 348

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 4350000.00
				CON TX 16095.00
				PRFEE 1.00
				WDEED 16.00
				TOTAL 16112.00
				CHECK 16112.00
			04/12/96 01	16:21 0001 0005

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0170895
IDENTIF. # REFERENCE

96 APR 12 PM 4:19
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1027966