THIS INSTRUMENT PREPARED BY:
Ronald G. Turner, Attorney at Law
Suite 350
2021 Richard Jones Road
Nashville, Tennessee 37215-2874

SPECIAL WARRANTY DEED

BOOK 10225 PG 972

Name & Address of Property Owner:	Name & Address of Entity Responsible for Payment of Real Property Taxes:	Map-Parcel No.
Cumberland Bend Partners a Tennessee general partnership c/o James V. Hunt P. O. Box 121554 Nashville, Tennessee 37212-1554	Same	71-13-02

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grossman & Frank, a partnership composed of Irwin Grossman, Jerome J. Frank and Frank Property Partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Cumberland Bend Partners, a Tennessee general partnership ("Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit "A" which is attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to said Grantee, Grantee's heirs, successors and assigns, forever.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or fair market value, whichever is greater, for this transfer is $890,000.00.

AFFIANT

Subscribed and sworn to before me this the 14th day of October, 1996.

NOTARY PUBLIC

My Commission expires: 7-24-99.

This is improved property located at 220 Cumberland Bend, Nashville, Tennessee.

And Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except real estate taxes for 1996, which have been prorated as of this date between Grantor and Grantee and those matters shown on Exhibit "B" attached hereto and incorporated herein by reference.

And Grantor does further covenant and bind itself, to warrant and forever defend the title to the Property to said Grantee, his heirs, successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 2nd day of October, 1996.

GROSSMAN & FRANK,
a Texas general partnership

By: _____
Irwin Grossman,
General Partner

By: _____
Jerome J. Frank,
General Partner

By: Frank Property
Partnership,
General Partner

By: _____
Jerome J. Frank,
General Partner

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STATE OF Texas)
COUNTY OF Dallas)

Before me, Paula Hodges, of the State and County aforesaid, personally appeared Irwin Grossman and Jerome J. Frank, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be partners of Grossman & Frank, the within named bargainor, a partnership, and that they as such partners, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by themselves as partners.

Witness my hand and seal this 2nd day of October, 1996.

PAULA HODGES
Notary Public, State of Texas
My Commission Expires 03/20/99

Paula Hodges
NOTARY PUBLIC

My Commission expires: _____.

STATE OF Texas)
COUNTY OF Dallas)

Before me, Paula Hodges, of the State and County aforesaid, personally appeared Jerome J. Frank, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Frank Property Partnership, a partner in Grossman & Frank, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal this 2nd day of October, 1996.

PAULA HODGES
Notary Public, State of Texas
My Commission Expires 03/20/99

Paula Hodges
NOTARY PUBLIC

EXHIBIT "A"

Being a parcel of land in Nashville, First Civil District, Twentieth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Cumberland Bend Circle north of Great Circle Road, being Lot No. 5 as shown on the Plan of Section Five, Cumberland Bend Business Park, as of record in Book 5060, Page 93, Register's Office for Davidson County, Tennessee, and being more particularly described according to an ALTA/ACSM Land Title Survey by Wendell H. Talley, Sr., RLS #785, dated September 24, 1996, as follows:

Beginning at a point in the centerline of Cumberland Bend Circle, said point being northerly 808 feet more or less from the northerly right-of-way line of Great Circle Road;

Thence, with said centerline and the easterly line of Lot No. 7 as shown on the Plan of Section Seven, Cumberland Bend Business Park, as of record in Book 5210, Page 90, said Register's Office, N 27°14'31" W 253.65 feet to a point in the southerly line of Lot No. 4 as shown on the Plan of Section Four Cumberland Bend Business Park as of record in Book 6200, Page 854, said Register's Office;

Thence, with said line N 62°45'29" E 518.48 feet to a point in the low water line of the Cumberland River;

Thence, with said line S 33°15'00" E 255.05 feet to a point;

Thence, leaving said line with the northerly line of Section Three, Cumberland Bend Business Park as of record in Book 5060, Page 75, said Register's Office, S 62°45'29" W 545.18 feet to the point of beginning.

Containing 134,900 square feet or 3.10 acres more or less.

Being the same real property conveyed to Grossman & Frank, a partnership composed of Irwin Grossman and Jerome J. Frank, by Warranty Deed from R. C. Mathews Contractor, Inc. of record in Book 5175, Page 714, said Register's Office.

BOOK 10225 PG 976

EXHIBIT "B"

1. 1996 Metro taxes, a lien not yet due and payable. 1995 Metro taxes paid in the amount of $21,938.40.

2. Restrictive Covenants of record in Book 4829, Page 722, said Register's Office.

3. Master Deed of record in Book 5028, Page 333, said Register's Office, as amended in Book 5035, Page 972, said Register's Office.

4. By-laws of record in Book 5028, Page 337, said Register's Office.

5. All matters shown on the Plan of record in Book 5060, Page 93, said Register's Office.

6. Easements for underground and pad mounted transformer of record in Book 4990, Page 893, Book 5055, Page 81 and Book 5174, Page 121, said Register's Office.

7. Short Form Lease Agreement between Irwin Grossman and Jerome J. Frank, partners d/b/a Grossman & Frank and Binswanger Glass Co., dated April 7, 1978 of record in Book 5274, Page 697, said Register's Office.

8. Flowage Easement of record in Book 2290, Page 256, said Register's Office.

9. Subject to the flow of the Cumberland River over so much of the premises as may lie therein.

MS0617/04

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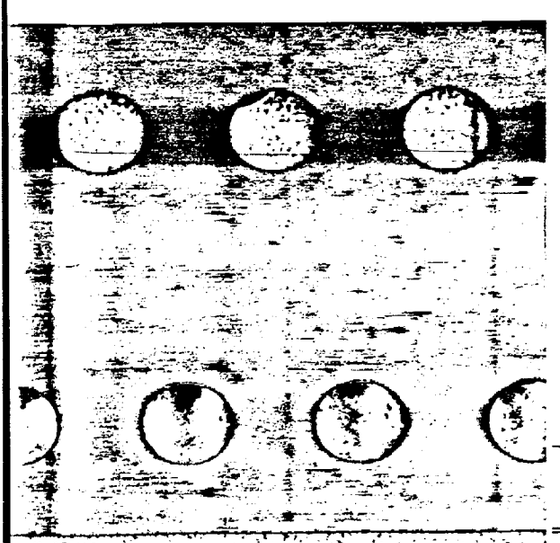
112363 27

IDENTIFICATION REFERENCE

96 OCT 15 PM 1:39

REGISTER
DAVIDSON COUNTY, TN.

PICK-UP



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

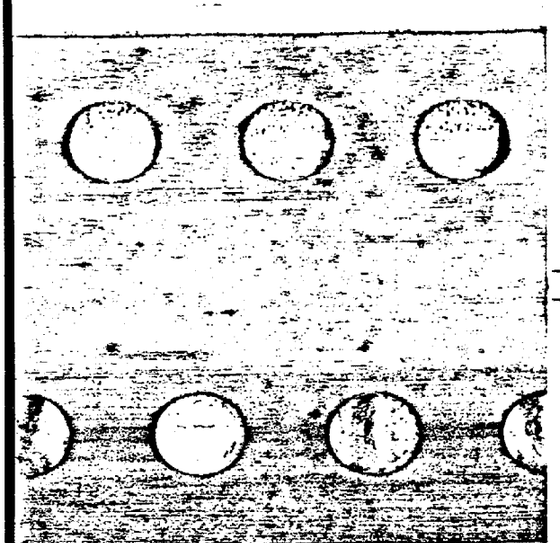
RECEIVED OF _____

FOR _____

BOOK 10225 PG 977

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
890000.00
CON TX 3293.00
PRFEE 1.00
WDEED 20.00
TOTAL 3314.00
CHECK 3314.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/15/96 01 13:41 0001 0244

0236327
IDENTIF. # REFERENCE

96 OCT 15 PM 1:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

№ 1077285

No. [redacted]