Box 57
LL

BOOK 10407 PG 1

QUITCLAIM DEED TO THE IMPROVEMENTS

FROM: **SMWNPF HOLDINGS, INC.**
TO: **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

ADDRESS OF NEW OWNER AS FOLLOWS:	**SEND TAX BILLS TO:**	**MAP-PARCEL NO.**
Massachusetts Mutual Life Insurance Company c/o Cornerstone Real Estate Advisors, Inc. One Financial Plaza Suite 1700 Hartford, CT 06103	Massachusetts Mutual Life Insurance Company c/o Cornerstone Real Estate Advisors, Inc. One Financial Plaza Suite 1700 Hartford, CT 06103	93-2-3-189

97 APR -4 PM 2:30
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
0291386

The undersigned **SMWNPF HOLDINGS, INC.**, a Delaware corporation, (hereinafter referred to as "Grantor"), does hereby convey, transfer and quitclaim its interest to **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation (hereinafter referred to as "Grantee"), and its successors and assigns of Grantee, all improvements (hereinafter referred to as the "Improvements") constructed on, upon or in that certain tract or parcel of land in the City of Nashville, County of Davidson, State of Tennessee, more particularly described in Exhibit "A" attached hereto and by reference made a part hereof to the same extent such Grantor has an interest in Improvements and the same are not conveyed to Grantee by that certain Assignment and Assumption of Lease from Grantor to Grantee of even date herewith (the "Assignment").

The Improvements are conveyed subject to the matters more particularly described in Exhibit "B" attached hereto and by reference made a part hereof (hereinafter referred to as the "Encumbrances"). The Encumbrances are hereby specifically made a part hereof by reference as though fully and completely set out herein.

AND NOW, Grantor, for the express purpose of carrying out the intent of this conveyance, as above set out, does hereby convey unto Grantee and the successors and assigns of Grantee the Improvements to the same extent Grantor has an interest in such

Improvements and the same are not conveyed to Grantee by the Assignment, subject to the Encumbrances.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

4th **IN WITNESS WHEREOF,** Grantor has executed this conveyance this day of April, 1997.

SMWNPF HOLDINGS, INC., a Delaware corporation

By: _____
Name: Mark E. LeBlanc
Title: Secretary/Treasurer

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained, and who further acknowledged that he is the Secretary/Treasurer of SMWNPF Holdings, Inc., a Delaware corporation, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of Grantor.

Witness my hand, at office, this 4th day of April, 1997.

_____
NOTARY PUBLIC

My Commission Expires: 7/26/97

(NOTARIAL SEAL)

This Instrument Prepared by:
Stephen B. Schrock, Esquire
Jones, Day, Reavis & Pogue
3500 One Peachtree Center
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3242

The actual consideration for this transfer is $0.00.

Affiant

Subscribed and sworn to before me this 4th day of April, 1997.

Notary Public
My commission Expires: 9/26/97

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

TRACT I

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, being Lot No. E-2 as shown on the plan of Commerce Place as of record in Book 4885, Page 78, R.O.D.C., and containing 42,264 square feet or 0.97 acres, more or less, as shown on that certain plat of survey entitled "As Built Survey, Doubletree Inn", dated April 11, 1991, last revised February 21, 1997, prepared by Barge Waggoner Sumner and Cannon, bearing the seal and certification of Wendell H. Talley, Sr., Tennessee Registered Land Surveyor No. 784, to which survey reference is hereby made for a complete and accurate legal description and being more particularly described as follows:

BEGIN at a lead plug found at the intersection of the southeast right-of-way line of Deaderick Street (a 112.00 foot right-of-way) and the southwest right-of-way line of Fourth Avenue North (a 65.00 foot right-of-way) (said lead plug being Coordinates North 646,513.43, East 1,769,655.88, Tennessee State Plane Coordinate System); run thence along said southwest right-of-way line of Fourth Avenue North South 27 degrees 37 minutes 02 seconds East a distance of 227.22 feet to a point at the intersection of said southwest right-of-way line of Fourth Avenue North and the northwest right-of-way line of Union Street (a 55.00 foot right-of-way at this point) (said point being Coordinates North 646,312.11, East 1,769,761.21, Tennessee State Plane Coordinate System); run thence along said northwest right-of-way line of Union Street South 62 degrees 19 minutes 38 seconds West a distance of 81.82 feet to a point; leaving said northwest right-of-way line of Union Street, run thence North 27 degrees 37 minutes 02 seconds West a distance of 8.90 feet to a point; run thence North 72 degrees 11 minutes 25 seconds West a distance of 284.61 feet to a point; run thence North 27 degrees 11 minutes 25 seconds West a distance of 17.75 feet to a point located on the southeast right-of-way line of Deaderick Street; run thence along the southeast right-of-way line of Deaderick Street North 62 degrees 48 minutes 35 seconds East a distance of 281.43 feet to a lead plug located at the intersection of the southeast right-of-way line of Deaderick Street and the southwest right-of-way line of Fourth Avenue North and THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY conveyed to Commerce Place Company, a corporation created pursuant to the Laws of the State of Tennessee, by Commerce Union Bank, a banking corporation created pursuant to the Laws of the State of Tennessee, by Quitclaim Deed dated August 15, 1975, filed on August 15, 1975 in the Office of the Register of the County of Davidson, State of Tennessee, as Document No. D11468 and recorded in Book 4942 Pages 343 through

346, Official Records of the County of Davidson, State of Tennessee.

BEING THE SAME PROPERTY leased to Nashville Hotel Venture by Memorandum of Lease dated February 16, 1978 in Book 5253, Page 638, Register's Office, Davidson County, Tennessee.

TRACT II

The non-exclusive easement rights referred to as: (i) Access Routes Easements, (ii) Parking Easements, (iii) Plaza Easements; (iv) Service Easements and (v) Support Easements; all as described in and created pursuant to that certain Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, page 786, said Register's Office, as amended by instrument of record in Book 5522, page 84 and Book 9172, page 280, said Register's Office.

EXHIBIT "B"

Permitted Encumbrances

1. 1997 Metropolitan Government Davidson County taxes -- A lien, but not yet due and payable. (Map 93-2-3, Parcel 189 - Tract I and Map 93-2-3, Parcel 188 - Tract II)

2. Grant of Easement by and between Commerce Union Bank, a Tennessee banking corporation and Metropolitan Development and Housing Agency (Grantor) and Commerce Place Company, A Tennessee corporation and Commerce Place Venture, a joint venture (Grantee), of record in Book 4942, page 353, Register's Office for Davidson County, Tennessee. (Both Tracts)

3. Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, page 786, said Register's Office, as supplemented by First Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 5522, page 84, said Register's Office, and as further supplemented by Second Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 9172, page 280, said Register's Office. (Both Tracts)

4. Parking Concession Agreement dated September 24, 1991, of record in Book 8528, page 154, said Register's Office, as amended by First Amendment to Parking Concession Agreement of record in Book 9172, page 286, said Register's Office. (Both Tracts)

5. Restrictive Covenants contained in instrument of record in Book 4464, page 522, Book 4545, page 133, Book 4544, page 651, Book 4641, page 567, and Book 4942, page 336, said Register's Office. (Both Tracts)

6. The terms, conditions and provisions of the Lease Agreement dated February 16, 1978, executed by and between Commerce Place Company, Lessor and Nashville Hotel Venture, Lessee, a Memorandum of which is of record in Book 5253, page 638, said Register's Office. (Tract I)

7. Lease between Commerce Place Venture and Commerce Union Bank of record in Book 4942, page 462, Register's Office for Davidson County, Tennessee (as to Tract II).

8. Terms and conditions of that certain Lease Agreement by and between Metropolitan Life Insurance Company, as landlord and

Boult, Cummings, Conners & Berry, as tenant, a memorandum of which appears of record in Book 8820, page 334, Register's Office for Davidson County, Tennessee (as to Tract II).

9. That certain Purchase Money Deed of Trust and Security Agreement for the benefit of Metropolitan Life Insurance Company of record in Book 9172, page 297, said Register's Office (as to Tract II).

10. That certain Assignment of Lessor's Interest in Leases of record in Book 9172, page 339, said Register's Office (as to Tract II).

11. Financing Statement of record in Book 9172, page 352 (as to Tract II).

12. Letter Agreement between Doubletree Nashville Hotel and Doubletree Hotels Corporation dated December 1, 1996.

13. Contract dated May 1, 1995 between J.B.C. Enterprises, Inc. and Doubletree Hotel for giftshop space.

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