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BOOK 10584 PG 464

This instrument prepared by: Bettye Jones-Davis, Senior Counsel for Lincoln National Corporation , 200 East Berry Street, Fort Wayne, Indiana 46802.

FROM:	**The Gallery at Rivergate, Ltd./LNRC Venture,** a Tennessee joint venture	**GRANTOR**
TO:	**Gallery LLC,** a Tennessee limited liability company	**GRANTEE**

ADDRESS NEW OWNER:	SEND TAX BILLS:	Map-Parcel Numbers:
Gallery LLC c/o Edwin B. Raskin Company 110 Westwood Place Maryland Farms Brentwood, TN 37027	same	34-3-121 Field Book Numbers: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 22TH day of August, A.D., 1997, from THE GALLERY AT RIVERGATE, LTD./LNRC VENTURE, a Tennessee joint venture, having its principal office c/o Lincoln Investment Management, Inc., 200 East Berry Street, Fort Wayne, Allen County, Indiana 46802, Grantor, and GALLERY LLC, a Tennessee limited liability company, with an address c/o Edwin B. Raskin Company, 110 Westwood Place, Brentwood, Tennessee 37027, Grantee.

WITNESSETH, That Grantor, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, to it hand paid by said Grantee, receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following described lot or parcel of land, lying and being in the County of Davidson, City of Nashville, State of Tennessee, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Subject to any existing building and zoning laws or ordinances; any legal highways; any easements, restrictions and conditions of record; any easements or restrictions visible upon the ground; and any state of facts which an accurate survey would disclose.

Subject to taxes assessed for the year 1997, and all taxes thereafter; and subject to all assessments, which taxes and assessments Grantee expressly assumes and agrees to pay.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises.

34967 GTR

THE GALLERY AT RIVERGATE, LTD./LNRC VENTURE, as Grantor, for itself, and its successors, does warrant and covenant to the said Grantee, its successors and assigns, only against its own acts, that it has not done or suffered to be done, any act or thing whereby the said premises hereby granted are, or may be, incumbered or charged, except as herein recited; and that it will so warrant and defend to Grantee, its successors and assigns. Said Grantor also warrants to Grantee that Grantor owns said Premises in fee simple and has full right, power and authority to convey the Premises to Grantee.

Purchaser acknowledges and agrees that the property is being purchased in its "as is-where is" condition with no representations or warranties, expressed or implied, as to the physical or operating condition or existence of any personal property, the physical or operating condition or existence of any of the property, the improvements on the property, condition of the roof, any past or existing vermin infestation, condition of plumbing or electrical service, the structural integrity of any improvements or buildings or the status of any leases with respect to the property, other than as stated in this Special Warranty Deed; provided, however, that nothing contained in this paragraph is intended to alter, modify, amend or waive any of Grantor's representations made in Section 5.1 of the Agreement of Purchase and Sale dated March 14, 1997 or in Section 21.10 of the Reinstatement Agreement and Amendment No. 2 to the Agreement for Purchase and Sale effective August 11, 1997, between Grantor and Grantee, which representations and warranties shall survive for a period of six (6) months after the delivery of this Special Warranty Deed.

IN TESTIMONY WHEREOF, THE GALLERY AT RIVERGATE, LTD./LNRC VENTURE, has caused these presents to be executed by its corporate venturer, and said venturer has caused its corporate seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first above written.

THE GALLERY AT RIVERGATE,
LTD./LNRC VENTURE

BY: LINCOLN NATIONAL REALTY
CORPORATION, Venturer

By: _____
Name: Lawrence T. Kissko
Title: Vice President

Attest: _____
Name: Vickie Berkshire
Title: Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lawrence T. Kissko, with whom I

am personally acquainted, and who, upon oath, acknowledged himself to be the _____ ---------- Vice President of LINCOLN NATIONAL REALTY CORPORATION, Venturer of THE GALLERY AT RIVERGATE, LTD./LNRC VENTURE, the within named bargainor, a Tennessee joint venture and that _ he executed the foregoing instrument for the purposes therein contained, by signing the name of The Gallery at Rivergate, Ltd./LNRC Venture by Lincoln National Realty Corporation, as a Venturer, by himself/~~herself~~ as Vice President of the Venturer.

Witness my hand and seal at office in Fort Wayne, Indiana, this 22 day of _ August, 1997.

Richelle K. Reeves
Notary Public

My Commission Expires:
RICHELLE K. ... RESIDENT OF ... MY CO... EXPIRES ...
_____ (SEAL)

STATE OF INDIANA)
COUNTY OF ALLEN)

The actual consideration or value, whichever is greater, for this transfer is Five Million Fifty Thousand and No/100 Dollars ($5,050,000.00).

Affiant V.P.

SUBSCRIBED AND SWORN TO before me, this the 22nd day of August, 1997.

Richelle K. Reeves
Notary Public

My commission expires:

RICHELLE K. ... RESIDENT OF ... MY COMMISSION EXPIRES ...

97 AUG 27 PM 3:25
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

IDENTIF... REFERENCE

03420 80

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

PROPERTY DESCRIPTION:

A tract of land in the 10th Councilmanic district of Metropolitan Nashville, Davidson County, Tennessee, being more particularly described according to an ALTA/ACSM Land title Survey prepared by: Ragan-Smith-Associates, Inc., Job No. 97-074/5537; dated: June 2, 1997 as follows:

Beginning at an existing concrete monument on the southeasterly right-of-way line of Gallatin Road, U.S. Highway 31-E (128-foot public R.O.W.) that is 318.21 feet northeast of the northeasterly end of the southeasterly return curve at the intersection of Gallatin Road and Shepherd Hills Drive (50-foot public R.O.W.). Said concrete monument being the northeast property corner of Lot 1-B as shown on the revised Final Plat of Rivergate Square as of record in Plat Book 5200, Page 445, R.O.D.C., Tennessee and the westerly property corner of the herein described tract; thence,

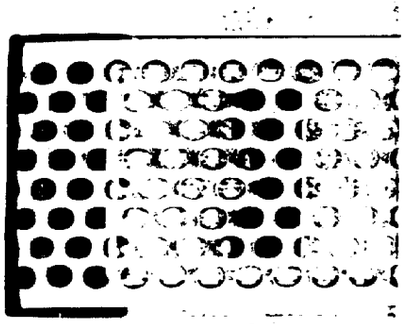
1. With the southeasterly right-of-way line of Gallatin Road, N 46° 15' 59" E, 406.60 feet to an iron pin (set) at the westerly end of the southwesterly return curve at the intersection of Gallatin Road and Twin Hills Drive (55-foot public R.O.W.); thence,
2. With said return curve having a 29.49-foot radius curve to the right, an arc distance of 41.47 feet to an iron pin (set) on the southwesterly right-of-way line of Twin Hills Drive; thence,
3. With said right-of-way line, S 53° 09' 20" E, 658.00 feet to an existing iron pin at the northwest property corner of a tract of land deeded to J & G Associates as of record in Deed Book 9493, Page 155, R.O.D.C., Tennessee; thence,
4. Leaving said right-of-way line, with the westerly property line of the J & G Associates tract, S 45° 40' 44" W, 520.95 feet to an existing iron pin in the northeasterly property line of Lot No. 30 as shown on the Final Plat of Section No. 1 - Shepherd Hills as of record in Plat Book 2331, Page 46, R.O.D.C., Tennessee; thence,
5. With the northeast property line of Lot 30, in part, and Lot 31 as shown on the aforesaid subdivision, N 45° 26' 44" W, 149.53 feet to an iron pin (set) at the northeast property corner of Lot 1-A as shown on the revised Final Plat of Rivergate Square as of record in Plat Book 5200, Page 445, R.O.D.C., Tennessee; thence,
6. With the northeast property line of Lots 1-A and 1-B as shown on the aforesaid subdivision, N 45° 40' 54" W, 529.97 feet to the Point of Beginning and containing 322,061 square feet or 7.394 acres, more or less, as calculated by the above courses which were determined within the precision requirements of a Class "Urban" ALTA/ACSM Land Title Survey of 1992.

PROPERTY TITLE REFERENCE

This tract is all of the same property deeded to the Gallery at Rivergate Ltd/LNRC Venture as of record in Deed Book 6418, Page 993, R.O.D.C., Tennessee.

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

1718 08/27 0101 03CHECK 18702.00



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

RECEIVED OF _____

FOR _____

BOOK 10584 PG 468

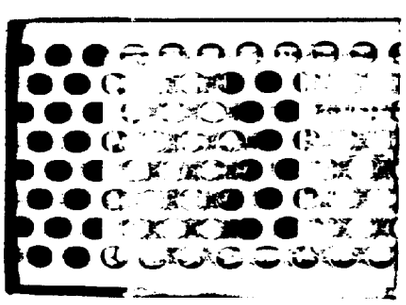
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
5050000.00
CON TX 18685.00
PRFEE 1.00
WDEED 16.00
TOTAL 18702.00
CHECK 18702.00

08/27/97 01 15:26 0001 1718

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0342080
IDENTIF. & REFERENCE

97 AUG 27 PM 3:25
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1191230