BOOK 10805 PG 544

This instrument prepared by:

Lea W. Stouffer
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1900
SunTrust Center
Nashville, TN 37219

Address New Owner(s) as Follows:

SunTrust Bank,
Nashville, N.A.
446 James Robertson Pkwy.
Nashville, TN 37219
Attn: Nina Vowell

Send Tax Bills To: Same

Map and Parcel No.: 70-16-7

98 FEB 23 PM 3:52

04038802

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This Successor Trustee's Deed and Bill of Sale is made and entered into on this the 23rd day of February, 1998 by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 3, 1990, being of record in Book 8104, page 366, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Heritage Place Associates, Ltd., a Tennessee limited partnership (the "Grantor"), conveyed to A. Stuart Campbell, Trustee, the Real Property and Personal Property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to Third National Bank in Nashville, now known as SunTrust Bank, Nashville, N.A. (the "Lender"), of certain Indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default; and

WHEREAS, the Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of A. Stuart Campbell in accordance with the terms of the Deed of Trust by an instrument of record in Book 10765, page 180, said Register's Office; and

WHEREAS, the Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in The Nashville Record that the Property would be sold at 11:00 o'clock a.m. on February 23, 1998, at the south (main) door of the Davidson County Courthouse, in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 29, 1998, February 5, 1998 and February 12, 1998; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Grantor and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Lender, at the price of Ten Million Four Hundred Fourteen Thousand Five Hundred Ten and No/100 Dollars ($10,414,510.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Lea W. Stouffer, Successor Trustee as aforesaid, in consideration of the premises and the sum of $10,414,510.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Bank, Nashville, N.A., its successors and assigns (the

"Grantee") all of my right, title and interest in and to the real property situated in Davidson County, Tennessee, descried as follows:

> A parcel of land in Davidson County, Tennessee, being known as Tract 6C, on Plan of MetroCenter of record in Plat Book 5190, Page 491, Register's Office for Davidson County, Tennessee bound on the west by the centerline of French Landing Drive, located generally north of Vantage Way and being more particularly described as follows:
>
> BEGINNING at a concrete monument in the easterly margin of French Landing Drive, 535 feet, more or less, from the centerline of Vantage Way; thence, northerly with a curve to the left having a central angle of 22° 04' 59", a radius of 1130.00 feet and a distance of 435.53 feet to a concrete monument; thence, leaving French Landing Drive N 83° 50' 39" E, 432.11 feet to an iron pin; thence S 22° 44' 13" E, 355.63 feet to an iron pin; thence S 67° 15' 47" W, 380.75 feet to an iron pin; thence S 86° 25' 00" W, 214.73 feet to an iron pin; thence N 74° 04' 22" W, 40.00 feet to a concrete monument, the point of beginning.
>
> Being the same property conveyed to Heritage Place Associates, Ltd., a Tennessee limited partnership, by deed of record in Book 6261, page 56, Register's Office for Davidson County, Tennessee.

Together with all buildings, structures and other improvements now located on all or any part of the Real Property, all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now located on, under or above all or any part of the Real Property, any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Real Property, all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature, now located in, on or under the Real Property or any part thereof and used or usable in connection with any present operation of the Property thereof but excluding (i) any items of property that are owned by tenants occupying the Real Property and that according to the terms of any applicable lease may be removed by such tenants from the Real Property at the expiration or termination of the lease, or (ii) any items of property leased by Grantor as lessee, and together with any and all leases and contracts affecting the Property, and all rents, income, or profits which are now due by reason of the renting, leasing or bailment of all or part of the Property, and together with any and all awards or payments, including interest thereon, and the rights to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which were secured by the Deed of Trust at the date of any such award or payment including but not limited to the reasonable attorneys' fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment, but no further or otherwise.

In accordance with Tennessee Code Annotated Section 47-9-501(4), the sale of the real property described above (the "Real Property") is combined with a sale of the personal property described above (the "Personal Property").

The Real Property is improved property.

The street address of the Real Property is believed to be 227 French Landing Drive, Nashville, Tennessee 37228, but such address is not part of the legal description of the Real Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Real Property, together with the Personal Property, in bar of the equity of redemption and all rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust, but only to the extent provided in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE REAL PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Real Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(3) Title to that portion of the Real Property lying within the bounds of any roads, streets, or highways.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited to the following: (i) all matters on the Plan of record in Book 5190, page 491, Register's Office for Davidson County, Tennessee, (ii) Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park, of record in book 7487, page 952, said Register's Office, (iii) Restrictions of record in Book 4784, page 659, as made applicable by restrictive covenants correction of record in Book 5713, page 511, and restrictions in Book 5242, page 389, and in Book 7012, page 61, said Register's Office, (iv) Underground utility easement of record in Book 5636, page 388, said Register's Office, (v) Non-exclusive public utility and drainage easement by Declaration of Easement of record in Book 5636, page 384, said Register's Office, and (vi) Storm and sewer easement as shown on property map prepared by Barge,

Waggoner, Sumner and Cannon, dated March 15, 1984.

(5) Chancery Court Action in the style of Heritage Place Associates, LTD. vs. MetroCenter Improvements Association, Inc., under Docket No. 89-822-II.

(6) Rights or claims of parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Real Property.

(8) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

(9) Any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

(10) Subject to the liens for any unpaid assessments and/or special assessments.

(11) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters, if any, which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Lea W. Stouffer
Lea W. Stouffer,
Successor Trustee

JULIE A. CAUSEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Julie A. Causey, a Notary Public of the State and County aforesaid, personally appeared Lea W. Stouffer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 23rd day of February, 1998.

Julie A. Causey
Notary Public

My commission expires: 5-23-98

JULIE A. CAUSEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Ten Million Four Hundred Fourteen Thousand Five Hundred Ten and No/100 Dollars ($10,414,510.00).

Affiant

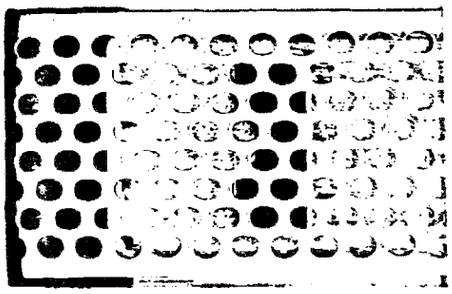
Subscribed and sworn to before me this the 23rd day of February, 1998.

Julie A. Carson
Notary Public

My commission expires: 5-23-98

JULIE [illegible] NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

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



RECEIVED OF _____

FOR _____

BOOK 10805 PG 549

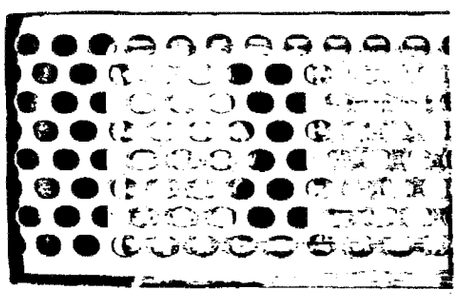
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 10,414,510.00

CAMT 38523.69
ERR CO
CAMT 38523.69-
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 38523.69
PRFEE 1.00
WDEED 20.00
TOTAL 38554.69
CHECK 38554.69

02/23/98 01 15:52 0001 6730



0403802
IDENTIFICATION REFERENCE

98 FEB 23 PM 3:52

No. 1257212