BOOK 11044 PAGE 699 FILE BOX 57

GENERAL WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
Weeks Realty, L.P. 782 Melrose Avenue Nashville, Tennessee 37204	Same	Map: 95 Parcel: 115

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Royal Parkway Partners**, (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Weeks Realty, L.P.** (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

See Exhibit A attached hereto

This conveyance is subject to the following:

1. Taxes for 1998, a lien, but not yet due and payable.

2. Matters shown on the Plan of record in Book 6900, page 81, said Register's Office.

3. Permanent Easement and Temporary Construction Easements contained in an instrument of record in Book 9637, page 947, said Register's Office.

4. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Joseph V. Russell and Associates, a Tennessee general partnership to Mercantile Properties, Inc., a Delaware Corporation, of record in Book 7849, page 895, said Register's Office.

5. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Royal Parkway Partners to Southeastern Telecom, Inc., a Tennessee Corporation, of record in Book 10078, page 444, said Register's Office.

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

And the Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as set forth above.

And the Grantor does further covenant and bind himself, its successors and assigns, to warrant and forever defend the title to the land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this General Warranty Deed as of the 30th day of July, 1998.

ROYAL PARKWAY PARTNERS, a Tennessee general partnership

By: Joseph V. Russell & Associates, a Tennessee general partnership, general partner

By: /s/ Joseph V. Russell, general partner

By: _____
Patrick J. Riley, attorney in fact

By: _____
Patrick J. Riley, general partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Patrick J. Riley as attorney in fact for Joseph V. Russell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the person who executed the foregoing instrument on behalf of Joseph V. Russell, General Partner of Joseph V. Russell & Associates, a Tennessee general partnership, a general partner of Royal Parkway Partners, the within named bargainor, a Tennessee general partnership, and that he as such attorney in fact for said General Partner of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as the free act and deed of Joseph V. Russell as General Partner of Joseph V. Russell & Associates, a general partner of Royal Parkway Partners.

WITNESS my hand and official seal at office, on this the 30TH day of July, 1998.

Andrea Nicholson
NOTARY PUBLIC

My Commission Expires: March 24, 2001

OFFICIAL SEAL
ANDREA NICHOLSON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE
My Comm. Expires Mar. 24, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Andrea Nicholson, of the state and county aforementioned, personally appeared **Patrick J. Riley**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a General Partner of **Royal Parkway Partners**, the within named bargainor, a partnership, and that such person, as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by such person as General Partner.

Witness my hand and seal, this the 30TH day of July, 1998.

Andrea Nicholson
NOTARY PUBLIC

My Commission Expires: March 24, 2001

OFFICIAL SEAL
ANDREA NICHOLSON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE
My Comm. Expires Mar. 24, 2001

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 9,500,000.00 .

Affiant

Subscribed and sworn to before me this 31st day of July, 1998.

Notary Public

My commission expires:

KAY L. WILSON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 25, 2000

This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238-0091

nwi\royalprk.gwd

0469253
IDENTIF. & REFERENCE

98 JUL 31 PM 12:50
FELIX Z. ELLIS III REGISTER
DAVIDSON COUNTY, TN.

0835 07/31 01:01 03CHECK 35173.00

EXHIBIT A

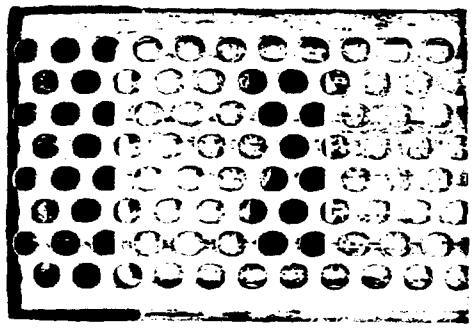
Lot 2 of Greenbrier Business Park of record in Plat Book 6900, page 81, Register's Office for Davidson County, Tennessee.

Included in the above but excluded therefrom is that portion conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed of record in Book 9637, page 947, Register's Office for Davidson County, Tennessee and described as follows:

Beginning at a point on the existing southerly right-of-way margin of Royal Parkway, said point being in the northwesterly corner of the aforementioned Joseph V Russell & Associates property located along a curve left, from the northeast property corner of the aforementioned property and the northwest corner of the property held by Royal Park Investments L P., a chord bearing of N08°25'20"E, a chord length of 32.90 feet, a radius of 50.00 feet, and an arc length of 33.52 feet to the said point of beginning, thence, from said point of beginning along the said existing right-of-way margin, a curve to the left, bearing N33°07'05"W, a radius of 50.00 feet, an included angle of 44°40'02", and an arc length of 38.98 feet to a point, thence along a curve to the right, a chord bearing of N40°28'08"W, a radius of 980.64 feet, an included angle of 17°55'59" and an arc length of 306.93 feet to a point, thence N37°31'08"W, 249.21 feet to a point, thence a curve to the left, bearing N53°00'41"W, a radius of 361.77 feet, an included angle of 30°59'05", and an arc length of 195.64 feet to a point, thence a curve to the left bearing S62°29'55"W, a radius of 50.00 feet, an included angle of 97°59'44", and an arc length of 85.52 feet to a point, thence an arc to the left, bearing S11°01'27"W, a radius of 293.83 feet, an included angle of 4°26'21", and an arc length of 22.77 feet to a point on the east right-of-way margin of Perimeter Place Drive; thence along the new southerly right-of-way margin of Royal Parkway, a curve to the right, the chord bearing of which is N61°39'20"E, a radius of 50.00 feet, an included angle of 96°49'24", and an arc length of 84.49 feet to a point, thence an arc to the right, the chord bearing of which is S83°47'36"E, a radius of 315.60 feet, an included angle of 32°16'35", and an arc length of 177.80 feet to a point, thence S37°39'13"E, 240.20 feet to a point, thence an arc to the left, a chord bearing of S46°38'32"E, a radius of 997.43 feet, an included angle of 17°58'38", and an arc length of 312.96 feet to a point, thence along a line S55°37'52"E, 47.41 feet to the point of beginning, containing 0.3595 acres, more or less.

Being part of the same property conveyed to Royal Parkway Partners by deed from Joseph V. Russell and Associates, a Tennessee general partnership of record in Book 9675, page 475, Register's Office for Davidson County, Tennessee.

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



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

RECEIVED OF _____

FOR _____

BOOK 11044 PAGE 704

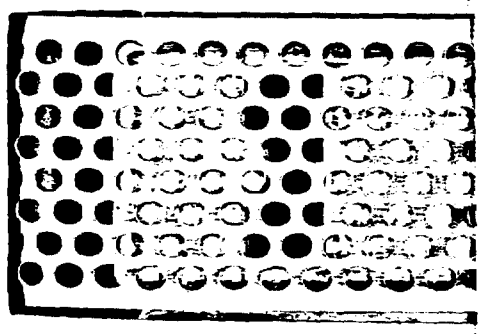
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 9500000.00
CON TX 35150.00
PRFEE 1.00
WDEED 20.00
CFEE 2.00
TOTAL 35173.00
CHECK 35173.00

07/31/98 01 12:59 0001 0835

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0469253
IDENTIF. ↑ REFERENCE

98 JUL 31 PM 12:57
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.1326451