Box 37
L L

SPECIAL WARRANTY DEED

FROM:	SunTrust Bank, Nashville, N.A., Grantor	This instrument was prepared by: Cynthia N. Sellers, Esq. Farris, Warfield & Kanaday, PLC Suite 1900 SunTrust Center Nashville, Tennessee 37219
TO:	Nashville Heritage, L.L.C. Grantee	

Address New Owner as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Nashville Heritage, L.L.C. 227 French Landing Drive Nashville, Tennessee 37228 Attn: Henry E. Kromer	Same	70-16-7

BOOK 11066 PAGE 611

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Seven Million Eight Hundred Thousand and no/100 Dollars ($7,800,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 7th day of August, 1998.

Notary Public

My Commission Expires: 05/27/01

FOR AND IN CONSIDERATION OF the sum of Ten and no/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, SunTrust Bank, Nashville, N.A. (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Nashville Heritage, L.L.C., a Tennessee limited liability company, (the "Grantee"), its, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property believed to be known as 227 French Landing Drive, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its, successors and assigns forever.

And Grantor does covenant and bind Grantor, its, successors and assigns to warrant and forever defend the title to the Property to the Grantee, its, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 7 day of August, 1998.

SUNTRUST BANK, NASHVILLE, N.A.

By: _____

Title: Group Vice Pres

By: _____

Title: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, E. Allison Greer, a Notary Public of said County and State, personally appeared JOE R. SADLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be GROUP VICE PRES. (or other officer authorized to execute the instrument) of SunTrust Bank, Nashville, N.A., the within named bargainor, a corporation, and that he as such GROUP VICE PRES executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as GROUP VICE PRES.

Witness my hand and seal, at Office, this 7 day of August, 1998.

Allison Greer
Notary Public

My Commission Expires: 5/27/01

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Allison Greer, a Notary Public of said County and State, personally appeared STEVE LANCASTER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be VICE PRESIDENT (or other officer authorized to execute the instrument) of SunTrust Bank, Nashville, N.A., the within named bargainor, a corporation, and that he as such VICE PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT.

Witness my hand and seal, at Office, this 7 day of August, 1998.

Allison Greer
Notary Public

My Commission Expires: 5/27/01

EXHIBIT A

PROPERTY DESCRIPTION

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 SunTrust Bank, Nashville, N.A., a national banking association, by deed of record in Book 10805, page 544, Register's Office for Davidson County, Tennessee.

The above description is the same as that contained in the prior deed.

EXHIBIT B

BOOK 11066 PAGE 619

ENCUMBRANCES

1. 1998 taxes, a lien, not yet due and payable.

2. Rights of tenants in possession under unrecorded leases.

3. Subject to the liens for any unpaid assessments and/or special assessments.

4. All matters on the Plan of record in Book 5190, page 491, Register's Office for Davidson County, Tennessee.

5. Declaration of Agreements, Charges, Assessments and Liens for MetroCenter Business Park, of record in book 7487, page 952, said Register's Office;

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

7. 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.

8. Underground utility easement of record in Book 5636, page 388, said Register's Office.

9. Non-exclusive public utility and drainage easement by Declaration of Easement of record in Book 5636, page 384, said Register's Office.

10. Storm and sewer easement as shown on property map prepared by Barge, Waggoner, Sumner and Cannon, dated March 15, 1984.

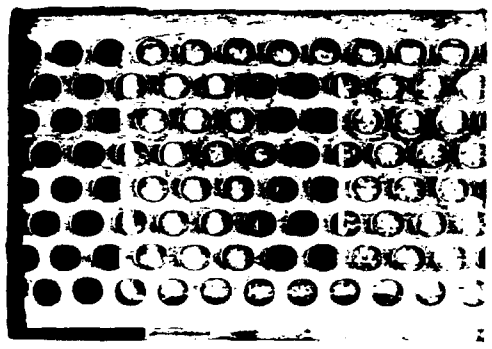
11. UCC-1 Financing Statement showing Phycor of Nashville, Inc. as Debtor, a tenant of the Real Property, and First American National Bank as Secured Party, of record in Book 8512, page 956, said Register's Office.

12. UCC-1 Financing Statement showing Eckenfelder, Inc. as Debtor and SunTrust Bank, Nashville, N.A. as Secured Party, of record in Book 8412, page 777, and re-recorded in Book 8416, page 1, said Register's Office.

0475158

SEP 09 11 02 PM '98

RECEIVED FOR RECORD 28879.00



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11066 PAGE 615

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

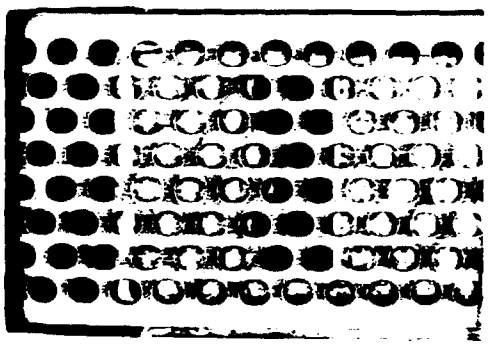
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CHRT
7800000.00
CON TX 28600.00
PRFEE 1.00
MTGEED 10.00
SFEE 2.00
TOTAL 28679.00
CHECK 28879.00
98 AUG 14 PM 02:20 0001 T211

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0475158

98 AUG 14 PM 2:19



No. 1332744