This instrument prepared by:
Jack F. King, Jr., attorney
26th Floor, L & C Tower
Nashville, Tennessee 37219

BOOK 5256 PAGE 465

SPECIAL WARRANTY DEED

Address New Owner As Follows:	Send Tax Bills To:	Map & Parcel No.
Fletcher Bright Company, Trustee 1520 First Tennessee Bldg. Chattanooga, Tennessee 37402	Same	Part of 149-235

FOR AND IN CONSIDERATION of the sum of Ten and no/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Bell Road Investment, Ltd., a limited partnership, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said Fletcher Bright Company, Trustee, with full power and authority to sell, transfer, exchange, convey and encumber by deed of trust or otherwise without joinder by or disclosure of the beneficiaries of the trust and without liability on the part of third persons dealing with it as trustee, to look to proper disposition of the proceeds arising from any such transaction, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described as follows:

> A tract or parcel of land located in Davidson County, Tennessee, being Lot 3 on the Resubdivision of Lot 2, Phase No. 1 and Phase No. 2 on the Revised Site Plan of Priest Lake Plaza Shopping Center of record in Book 5200, page 30, Register's Office for Davidson County, Tennessee, which property is more particularly described according to said plat as follows:
>
> BEGINNING at a point in the westerly right-of-way line of Murfreesboro Road, said point being North 42° 35' 27" West 82.79 feet from a monument in the westerly right-of-way line of Murfreesboro Road at the intersection with Bell Road; thence, leaving said right-of-way line, South 72° 24' 34" West 150.00 feet to a point; thence, South 17° 35' 26" East 294.18 feet to a point; thence, South 89° 40' 25" West 326.93

feet, in part along the southerly wall of an existing building to a point; thence, along the rear wall of said building, North 17° 24' 46" West 40.00 feet to a point; thence, South 72° 35' 14" West 143.54 feet to a point; thence, North 03° 04' 36" East 60.00 feet to a monument; thence, South 85° 57' 32" West 186.73 feet to a monument in the easterly right-of-way line of Rural Hill Road; thence, with said easterly right-of-way line, North 03° 07' 47" East 495.02 feet to a monument; thence, leaving said right-of-way, North 59° 57' 05" East 372.62 feet to a monument in the westerly right-of-way line of Murfreesboro Road; thence, with said westerly right-of-way line of Murfreesboro Road, South 42° 35' 27" East 537.00 feet to the point of beginning.

Being part of the same property conveyed to Bell Road Investments, Ltd. by deed of record in Book 4898, page 442, Register's Office for Davidson County, Tennessee.

Subject to and Grantor retains an easement over and across the above described property to connect power lines serving Lot 4 as shown on the plat of record in Book 5200, page 30, in said Register's Office with the existing power lines located on Lot 3, such lines to be at locations reasonably acceptable to the fee owner of said Lot 3. In the exercise of the rights reserved in this paragraph Grantor covenants that (a) all work performed shall be at the cost and expense of Grantor, and (b) Grantor shall restore the surface of any disturbed portions of Lot 3 to the same condition as existed immediately prior thereto.

Subject to and together with all other items shown on Exhibit "A" attached hereto and made a part hereof.

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 Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the Grantor has not in any way caused the same to be encumbered except as herein set forth. Grantor does further covenant to warrant and forever defend Grantee against the lawful claims of all persons claiming by, through or under Grantor.

By accepting this deed, Grantee hereby assumes (1) the obligations contained in the Cross Easement Agreement referred

to as Item 1 on Exhibit "A", to maintain the paved areas on the property transferred by this deed, and (2) the obligation to maintain the access easement shown on Lot 4 as shown on the resubdivision plat recorded at Book 5200, page 30, Register's Office, Davidson County, Tennessee until such time as any construction is commenced on Lot 4 at which time Grantor will be obligated to maintain said access easement. Grantor hereby grants to Grantee an easement to enter onto Lot 4 on said plat for the purpose of maintaining the easement referred to above.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 24 day of Feb, 1978.

BELL ROAD INVESTMENT, LTD.
A Limited Partnership

By HALEY CONTRACTORS, INC.
A Tennessee Corporation
General Partner

By: _____
JAMES D. HALEY, PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Janice E. McClanahan, a Notary Public in and for the State and County aforesaid, personally appeared James D. Haley, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Haley Contractors, Inc., the General Partner of Bell Road Investment, Ltd., the within named bargainor, a limited partnership, and that he as President of such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by the said Haley Contractors, Inc., of such General Partner, of Bell Road Investment, Ltd.

WITNESS my hand and official seal at office in Nashville, Tennessee, on this the 24th day of February, 1978.

Janice E. McClanahan
NOTARY PUBLIC

My Commission Expires: August 16, 1980

JANICE E. McCLANAHAN NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $1,970,446.00.

James D. Haley
AFFIANT

Subscribed and sworn to before me this 24th day of February, 1978.

Janice E. McClanahan
NOTARY PUBLIC

My Commission Expires: August 16, 1980

JANICE E. McCLANAHAN NOTARY PUBLIC DAVIDSON COUNTY

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IDENTIF. REFERENCE

FEB 24 2 22 PM '78

FELIX Z. HUDSON, II REGISTER
DAVIDSON COUNTY, TENN.

FEB24'78	CONV	*	.80	1,970.446.00	
FEB24'78	S'TAX			B*5,123.04	
FEB24'78	PR'FEE			B* .50	
FEB24'78	W'DEED			B* 12.00	* 5,135.54

1. Cross Easement Agreement dated July 3, 1975 and recorded January 22, 1976 at Book 4990, page 806 of the Register's Office for Davidson County, Tennessee, as modified by a Modification of Easement dated September 29, 1976 and recorded September 29, 1976 at Book 5073, page 350, said Register's Office.
2. Lease to The Kroger Co., a short form of which lease dated March 24, 1975 was recorded March 25, 1975 at Book 4898, page 746, Register's Office for Davidson County, Tennessee.
3. Lease to SuperX Drugs of Texas, Inc. a short form of which lease dated April 1, 1975 was recorded April 4, 1975 at Book 4901, page 573, Register's Office for Davidson County, Tennessee.
4. Tenants in possession under unrecorded leases.
5. Deed of Trust dated April 4, 1975 between Bell Road Investment, Ltd. and William N. Dearborn, Trustee and recorded April 4, 1975 in Book 4901, page 776, Register's Office for Davidson County, Tennessee to secure to Commerce Union Bank an indebtedness in the original principal amount of $1,575,000. Said Deed of Trust was corrected by a Deed of Correction dated September 29, 1976 and recorded September 29, 1976 at Book 5073, page 345 and which Deed of Trust was assigned by Commerce Union to Provident Life and Accident Insurance Company by instrument dated September 29, 1976 and recorded September 29, 1976 at Book 5073, page 356, said Register's Office.
6. Financing statement of record at Book 4901, page 788, Register's Office for Davidson County, Tennessee, listing Bell Road Investment, Ltd. as debtor and Commerce Union Bank as secured party filed as additional security for the indebtedness owed to Commerce Union Bank in the amount of

$1,575,000. This financing statement was assigned to Provident Life and Accident Insurance Company by an assignment of record at Book 5073, page 358 of the Register's Office for Davidson County, Tennessee.

7. Separate Assignments of Lease dated September 21, 1976 to Provident Life and Accident Insurance Company as follows:

Name of Tenant	Assignment Recorded At
Washington Industries, Inc.	Book 5073, page 359
Americal Girl Figure Salon, Inc.	Book 5073, page 363
John A. Gaddy and wife Evelyn M. Gaddy	Book 5073, page 367
Stacy's Outdoorsman, Inc.	Book 5073, page 371
Margaret L. Newsom	Book 5073, page 375
Tribble's Arts & Crafts, Inc.	Book 5073, page 379
Sports Industries of America, Inc.	Book 5073, page 383
Tandy Corporation	Book 5073, page 387
31 Flavors Stores Realty, Inc.	Book 5073, page 391
SuperX Drugs of Texas, Inc.	Book 5073, page 395
The Kroger Co.	Book 5073, page 399

8. Deed to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services for 74.5 feet of 8-inch water main, dated January 20, 1977 and recorded February 18, 1977 in Book 5116, page 733, Register's Office for Davidson County, Tennessee.

9. Deed to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services for 260 feet of 8-inch sanitary sewer, dated January 20, 1977 and recorded February 18, 1977 at Book 5116, page 720, Register's Office for Davidson County, Tennessee.

10. Electric lines and various drainage pipes shown on the survey dated January 21, 1978, prepared by James R. Briggs, Professional Engineer, Goodlettsville, Tennessee.

11. Access easement and other matters shown on the plat of record at Book 5200, page 30, Register's Office for Davidson County, Tennessee.

12. 1978 Real Estate Taxes which are to be prorated and assumed by Grantee.