This instrument prepared by:
Sam D. Hodges, III
Grissim and Hodges, Attorneys
323 Union Street
Nashville, Tennessee 37201

WARRANTY DEED

BOOK 6743 PAGE 445

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Bandywood Fashion Squares, Ltd. 400 21st Ave South NASHVILLE, TENN 37203	SAME	117-14-171 117-14-107

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
DEC 23 | 54 AM '85
IDENTIFICATION REFERENCE
6 3 3 1 9

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FASHION SQUARE WEST, a joint venture, consisting of James V. Blevins and J. William Blevins, and JAMES V. BLEVINS, TRUSTEE with full power to sell, mortgage and convey (hereinafter referred to as "Grantors") have bargained and sold, and by these presents do transfer and convey unto the said BANDYWOOD FASHION SQUARES, LTD., a Tennessee Limited Partnership (the "Grantee"), its successors and assigns, that certain land in Davidson County, Tennessee, being more particularly described as Tracts I and II in Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. And Grantors do covenant with the said Grantee that (a) with respect to the property described as Tract I in Exhibit "A" attached hereto, Fashion Square West, a joint venture, is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for current year real property taxes, and those items shown in Exhibit "B" attached hereto and incorporated herein by reference, and (b) with respect to the property described as Tract II in Exhibit "A" attached hereto, James V. Blevins, Trustee with full power to sell, mortgage and convey, is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for current year real property taxes and those items shown in Exhibit "B" attached hereto and incorporated herein by reference. Grantors do further covenant and bind themselves, their successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

Fashion Square West, a joint venture, also hereby assigns to Grantee all right, title and interest of Fashion Square West, as lessee of the property described as Tract III in Exhibit "A" attached hereto. James V. Blevins, Trustee, hereby assigns to Grantee all right, title and interest of James V. Blevins, Trustee, to the easement described as Tract IV in Exhibit "A" attached hereto and incorporated herein by reference.

Grantor also hereby assigns to Grantee all of its right, title and interest in and to any benefits conveyed by Intereal Company pursuant to the Agreement of record in Book 5586, page 248, in the Register's Office for Davidson County, Tennessee, affecting the property described as Tract V in Exhibit "A" attached hereto.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 20th day of DECEMBER, 1985.

FASHION SQUARE WEST, a joint venture

BY: James V. Blevins
JAMES V. BLEVINS, Joint Venturer

BY: J. William Blevins
J. WILLIAM BLEVINS, Joint Venturer

James V. Blevins
JAMES V. BLEVINS, TRUSTEE, with full power to sell, mortgage and convey

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $ 5,000,000.00.

Affiant

Sworn to and subscribed before me this 20th day of DECEMBER, 1985.

Sam D. Hodge III
NOTARY PUBLIC

My Commission Expires: 1-19-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James V. Blevins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a joint venturer in Fashion Square West, the within named bargainor, a joint venture, and that he as joint venturer executed the foregoing instrument for the purposes therein contained by signing the name of the joint venture by himself as joint venturer.

WITNESS my hand and official seal, at NASHVILLE, Tennessee, this 20th day of DECEMBER, 1985.

Sam D. Hodges III
NOTARY PUBLIC

My Commission Expires: 1-19-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James V. Blevins, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at NASHVILLE, Tennessee, this 20th day of DECEMBER, 1985.

Sam D. Hodges III
NOTARY PUBLIC

My Commission Expires: 1-19-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. William Blevins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a joint venturer in Fashion Square West, the within named bargainor, a joint venture, and that he as joint venturer executed the foregoing instrument for the purposes therein contained by signing the name of the joint venture by himself as joint venturer.

WITNESS my hand and official seal, at NASHVILLE, Tennessee, this 20th day of DECEMBER, 1985.

Sam D. Hodges III
NOTARY PUBLIC

My Commission Expires: 1-19-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. William Blevins, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at NASHVILLE, Tennessee, this 20th day of DECEMBER, 1985.

Sam D. Hodges III
NOTARY PUBLIC

My Commission Expires: 1-19-86

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James V. Blevins, Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at NASHVILLE, Tennessee, this 20th day of December, 1985.

Sam D. Hodgson
NOTARY PUBLIC

My Commission Expires: 1-19-86

EXHIBIT "A"

Land in Davidson County, Tennessee, being more particularly described as follows:

TRACT I:

Being part of Lot No. 1, Bandywood Fashion Square West, of record in Book 5210, page 324, Register's Office for Davidson County, Tennessee, formerly being shown as part of Lots Nos. 17, 18, and 19 of George Water's Subdivision, Part 2, as of record in Book 1130, page 068, said Register's Office, and being more particularly described as follows:

Beginning at an iron pin in the northerly margin of Bandywood Drive, said pin being the common front corner of Lot 1 and the Mary Fulgham Menefee property of record in Book 1403, page 448, Register's Office for Davidson County, Tennessee; thence with a line between said lots, North 02 degrees 14' East 176.26 feet to an iron pin; thence south 87 degrees 44' East 180.00 feet to a point in the easterly margin of the lot formerly known as lot No. 19 of George Water's Subdivision Part 2, of record in Book 1130, page 068, said Register's Office; thence along the margin of said former Lot No. 19, South 02 degrees 14' West to a point in the northerly margin of Bandywood Drive; thence with the margin of the same, North 88 degrees 10' West 180.00 feet to the point of beginning.

Being the property conveyed to James G. Conn, Sara Conn Fishburn, Michael K. Conn, and Heather Conn Larch, as devisees under the will of Lillian B. Conn, deceased, of record in Book 5358, page 505, said Register's Office; being the same property conveyed to C. Gheens Conn and wife, Lillian B. Conn. The said C. Gheens Conn having predeceased Lillian B. Conn; being the property conveyed to Fashion Square West, a joint venture, consisting of James V. Blevins and J. William Blevins by quitclaim deed from James V. Blevins, Patty H. Blevins, James W. Blevins and Melba R. Blevins, of record in Book 5700, page 803, Register's Office for Davidson County, Tennessee.

TRACT II:

Being Lots 25, 26, 27, 28 and 29 on the Map of Part 2 George Water's Subdivision of record in Book 1130, page 68, Register's Office for Davidson County, Tennessee, described according to a survey of Barry Greer and Associates dated September 15, 1979, as follows:

Beginning at a point in the northerly margin of Bandywood Drive, as a point 466.98 feet more or less westerly from the turn out at Abbott Martin Road, said point being the common front corner of Lots 29 and 30; thence with the line between said lots north 02 degrees 00' East 250.0 feet to a point, said point being the common rear corner of Lots 29 and 30 and Lots 1 and 2; thence North 88 degrees 00' West 300 feet to a point, said point being the westerly margin of lot 25 and the common rear corner of Lots 6 and 7; thence with the westerly margin of lot 25 South 02 degrees 00' West 250 feet to a point in the northerly margin of Bandywood Drive; thence with the margin of the same South 88 degrees 00' West 300 feet to the point of beginning.

Being the same property conveyed to James V. Blevins, Trustee with full powers by deed of record in Book 5517, page 713, Register's Office for Davidson County, Tennessee.

TRACT III:

All right, title and interest in and to the following described property as evidenced by leases of record in Book 5573, page 876, Book 5586, page 246 and Book 5700, page 807, said Register's Office.

Being the western most twenty (20) foot wide strip parallel to the western property line but excluding the northern most seventy-five (75) feet of Lot 20 on the Map of Part Two of George Waters' Subdivision, recorded in Book 1130, page 68, Register's Office for Davidson County, Tennessee; now known as the easterly 20 feet of Lot No. 1 Bandywood Fashion Square West, of record in Book 5210, page 324, Register's Office for Davidson County, Tennessee.

TRACT IV:

An easement to provide access to Bandywood Drive and to Hillsboro Road across their respective properties by and between Grace's Inc., a Tennessee corporation and G. M. Trammell, Jr., James V. Blevins and J. M. Grissim, tenants in common, of record in Book 5485, page 288, said Register's Office, described as follows:

Beginning at the present or proposed entrance or access to Bandywood Drive located on said Lot No. 1; running thence southwesterly to the common boundary between Lots 1 and 2; thence generally north of said boundary line southeastwardly toward Hillsboro Road to a point on said boundary line approximately 85 feet from Hillsboro Road; and thence southeastwardly north of a line from said point to an existing or proposed curb cut in the westerly margin of Hillsboro Road.

TRACT V:

The property described as Tracts I, II and III above.

EXHIBIT "B"

1. Memorandum of Sublease, dated April 1, 1980, between Intereal Company, a Tennessee corporation, lessor, and James V. Blevins and Patty H. Blevins and James William Blevins and wife, Melba R. Blevins, lessee, of record in Book 5586, page 246, in the Register's Office for Davidson County, Tennessee.

2. Assignment of Lease Interest in Sublease, of record in Book 5700, page 807, said Register's Office.

3. Agreement dated April 1, 1980, between Intereal Company, a Tennessee corporation and James V. Blevins and wife, Patty H. Blevins, James William Blevins and wife, Melba R. Blevins, of record in Book 5586, page 248, said Register's Office.

4. Permanent Easement and right of way for street purposes, of record in Book 4499, page 738, said Register's Office.

5. Memorandum of Lease, dated January 25, 1980, between James G. Conn, Heather Conn Larch, Michael K. Conn and Sara Conn Fishburn, lessor, and Intereal Company, a Tennessee corporation, lessee, of record in Book 5573, page 876, said Register's Office.

6. The recorded plan shown an owners certificate, a 65 foot minimum building setback line from Bandywood Drive, a 10 foot public utility easement along the entire rear line of said lot.

7. Memorandum of Lease by and between James V. Blevins and J. William Blevins d/b/a Bandywood Fashion Square and The Cook's Nook, Inc., of record in Book 5505, page 537, and re-recorded in Book 5549, page 536, said Register's Office.

8. Conditional Assignment of Leasehold Interest by and between Nashville City Bank and Trust Company and The Cook's Nook, Inc., and James V. Blevins and J. William Blevins d/b/a Bandywood Fashion Square, of record in Book 5549, page 540, said Register's Office.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6743 PAGE 451

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
		5,000,000.00 CONV.		
			13000.00 CSTAX	
			.50 PRFEE	
			16.00 WDEED	
			CHECK	13016.50-
913041	2/23/05	BAL		.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6331-9

IDENTIFICATION REFERENCE

DEC 23 11 94 AM '05

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 204043