Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Bell Forge Associates, Ltd. c/o Turner Properties, Inc. 32 East 57th Street New York, New York 10022	Mortgagee None	163-116 163-302
This instrument prepared by: Thomas D. Solomon, P.C. 2901 Wilcrest Drive, Suite 515, Houston, Texas 77042		

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, BELL FORGE SHOPPING CENTER, LTD., a Texas limited Partnership (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said BELL FORGE ASSOCIATES, LTD., a Tennessee limited partnership (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit "A" which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. A lien for 1986 taxes and real estate taxes for the current year which have been prorated between the parties.

2. First Tennessee Deed of Trust, Assignment of Rents, and Security Agreement executed by Bell Forge Shopping Center, Ltd:, a Texas limited partnership, to Stephen W. Ramp, Trustee, of record in Book 6344, page 697, Register's Office for Davidson County, Tennessee, to secure to Sunbelt Service Corporation the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $13,104,700.00.

Affiant

Subscribed and sworn to before me this 29th day of Aug, 1986.

B. Edwards - Dep. Reg.
~~Notary Public~~
~~Name~~ (Print): _____

~~My commission expires~~
_____

D32:ee
8-25-86

payment of one note dated July 20, 1984 in the original principal amount of $2,650,200.00 with future advances up to $10,500,000.00; the said First Tennessee Deed of Trust, Assignment of Rents, and Security Agreement having been extended and modified in instruments of record in Book 6478, page 867; Book 6579, page 444; Book 6609, page 129; and Book 6618, page 974 said Register's Office.

3. Equity Participation Agreement from Bell Forge Shopping Center, Ltd., to Sunbelt Service Corporation of record in Book 6344, page 682, Register's Office for Davidson County, Tennessee, as amended in Book 6618, page 981, said Register's Office.

4. Declaration of Protective Covenants contained in instrument of record in Book 6301, page 775, Register's Office for Davidson County, Tennessee, which make applicable Declaration of Protective Covenants of record in Book 5993, page 769, as amended in Book 6207, page 838, said Register's Office; and Easement of record in Book 6301, page 771, said Register's Office.

5. An owner's certificate; a 20-foot minimum building setback line around the perimeter of the Property; a 20-foot wide sanitary sewer easement across the southwest portion of the Property; a 15-foot wide drainage and public utility easement around the perimeter of the Property; and an entrance sign easement in the northwest corner of the Property, contained in a Plan of record in Book 6200, page 76, said Register's Office.

6. Financing Statement of record in Book 6618, page 986, Register's Office for Davidson County, Tennessee.

7. Lease Agreement between Bell Forge Shopping Center, Ltd., a Texas limited partnership, as Lessor, and The Kroger Co., as Lessee, of record in Book 6636, page 979, Register's Office for Davidson County, Tennessee.

8. Subordination, Non-Disturbance and Attornment Agreement by and between Bell Forge Shopping Center, Ltd. and Sunbelt Service Corporation of record in Book 6734, page 321, Register's Office for Davidson County, Tennessee.

9. Financing Statement of record in Book 6804, page 494, Register's Office for Davidson County, Tennessee, Debtor: Bell Forge Shopping Center, Ltd. and Secured Party: Sunbelt Service Corporation, increasing indebtedness to $10,800,000.00.

10. Modification and Increase Agreement of record in Book 6804, page 496, Register's Office for Davidson County, Tennessee, by and between Sunbelt Service Corporation as Lender and Bell Forge Shopping Center, Ltd., as Borrower, increasing indebtedness to $10,800,000.00.

D32:ee
8-25-86

11. Assignment of record in Book 6804, page 510, Register's Office for Davidson County, Tennessee, by and between Bell Forge Shopping Center, Ltd., as Assignor and Sunbelt Service Corporation as Assignee.

12. Second Amendment to Equity Participation Agreement of record in Book 6804, page 516, Register's Office for Davidson County, Tennessee, by and between Sunbelt Service Corporation as Lender and Bell Forge Shopping Center, Ltd., as Borrower.

14. Grant of Reciprocal Easements, Use, and Maintenance Agreement of record in Book 6855, Page 114, Register's Office for Davidson County, Tennessee, by and between Bell Forge Shopping Center, Ltd. and the Educators Credit Union.

This is improved property.

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, Grantee's successors and assigns, forever.

Notwithstanding anything contained herein to the contrary, Grantor reserves to itself income, rents, and receipts from the Property to the extent, for the period, and for the uses set forth in that certain Breakeven Guaranty and Occupancy Guaranty Agreement of even date herewith between Grantor herein as Guarantor therein and Grantee herein as Purchaser therein. This reservation terminates on the earlier to occur of (i) the expiration of twenty-four (24) months from the date hereof or (ii) the release of the Breakeven Guaranty as set forth in the Breakeven Guaranty and Occupancy Guaranty Agreement. Grantor shall cause to be filed such release if it occurs on or before the expiration of such twenty-four month period.

And Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by it, except to the extent otherwise set forth in this Deed.

And Grantor does further covenant and bind itself, 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.

D32:ee
8-25-86

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 27th day of AUGUST, 1986, effective as of August 28, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

BELL FORGE SHOPPING CENTER, LTD.,
a Texas limited partnership

By First Mortgage Investment Association, Inc.,
general partner

By _____
Vincent J. Salvagio, President

By Savage I International, Inc.,
general partner

By _____
Vincent J. Salvagio, President

By _____
Vincent J. Salvagio,
general partner

The following Exhibit is attached hereto and made a part hereof:
Exhibit "A" - Property Description

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 President of First Mortgage Investment Association, Inc., general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of such General Partner by himself as President.

WITNESS my hand and seal of office in the County of HARRIS, State of Texas, this 27th day of August, 1986.

JUDY D. BAKER
Notary Public, State of Texas
My Commission Expires March 22, 1989

(Seal)

My Commission Expires:
March 22, 1989

Judy D. Baker
Notary Public in and for the
State of Texas
Name (Print): Judy D. Baker

D32:ee
8-25-86

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 President of Savage I International, Inc., general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of such General Partner by himself as President.

WITNESS my hand and seal of office in the County of Harris, State of Texas, this 27th day of August, 1986.

Judy D. Baker
Notary Public in and for the
State of Texas
Name (Print): Judy D. Baker

JUDY D. BAKER
Notary Public, State of Texas
My Commission Expires March 22, 1989

(Seal)

My Commission Expires:
March 22, 1989

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as such general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing his name as general partner.

WITNESS my hand and seal of office in the County of Harris, State of Texas, this 27th day of August, 1986.

Judy D. Baker
Notary Public in and for the
State of Texas
Name (Print): Judy D. Baker

JUDY D. BAKER
Notary Public, State of Texas
My Commission Expires March 22, 1989

(Seal)

My Commission Expires:
March 22, 1989

D32:ee
8-25-86

SURVEYOR'S DESCRIPTION

BELL FORGE COMMERCIAL PARK

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the north by Bell Road, on the west by Mt. View Road, and on the south and east by Bell Forge Lane, more particularly described as follows:

BEGINNING at a point in the southerly margin of Bell Road at the intersection of said road and Bell Forge Lane;

THENCE, with a curve to the right having a central angle of 88° 01' 14" a radius of 25.00 feet, and a distance of 38.41 feet to a point in the westerly margin of Bell Forge Lane;

THENCE, with a curve to the right along said lane having a central angle of 13° 10' 29", a radius of 996.39 feet, and a distance of 229.11 feet;

THENCE, S 14° 50' 31" E, 423.49 feet;

THENCE, with a curve to the right along said lane having a central angle of 86° 00', a radius of 420.00 feet, and a distance of 630.41 feet;

THENCE, S 71° 09' 29" W, 208.20 feet;

THENCE, with a curve to the right having a central angle of 94° 39' 25", a radius of 25.00 feet, and a distance of 41.30 feet to a point in the easterly margin of Mt. View Road;

THENCE, with a curve to the right along said road having a central angle of 15° 28' 45", a radius of 725.74 feet, and a distance of 196.07 feet;

THENCE, N 01° 17' 39" E, 178.09 feet;

THENCE, with a curve to the left having a central angle of 08° 33' 48", a radius of 611.81 feet, and a distance of 91.44 feet;

THENCE, N 75° 08' 10" E, 98.84 feet;

THENCE, N 14° 51' 50" W, 140.00 feet;

THENCE, with a curve to the left having a central angle of 90° 00' 00", a radius of 15.00 feet, and a distance of 23.56 feet;

THENCE, S 75° 08' 10" W, 82.98 feet;

THENCE, with a curve to the left having a central angle of 32° 01' 17", a radius of 611.81 feet, and a distance of 341.93 feet;

THENCE, N 53° 50' 44" W, 58.23 feet;

THENCE, with a curve to the right having a central angle of 123° 02' 39", a radius of 25.00 feet, and a distance of 53.69 feet to a point in the southerly margin of Bell Road;

THENCE, N 69° 11' 55" E, 471.65 feet along said road;

D41:f
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EXHIBIT " A "

THENCE, with a curve to the left having a central angle of 05° 14' 09", a radius of 1,712.14 feet, and a distance of 156.46 feet to the point of beginning.

Containing 12.91 Acres or 562,534 Sq. Ft., more or less.

Subject property will be encumbered by the following easements upon recording of the subdivision plat:

1). A 20-foot wide sanitary sewer easement across the southwest portion of the property.
2). A 15-foot wide drainage and public utility easement around the perimeter of the property.
3). An entrance sign easement in the northwest corner of the property.

RUSH

IDENTIFICATION REFERENCE 36922

AUG 29 3 09 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

08/29/86 14:55-CHECK 5158

D41:f
8-26-86

EXHIBIT " A "

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

RECEIVED OF _____

FOR _____

BOOK 6964 PAGE 336

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
	CO.	13.104.200.00		
			36693.16 CSTAX	
			.50 PRFEE	
			21.00 WDEED	
			CHECK 36714.66	
6158A08/29/86			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

36922

IDENTIFICATION REFERENCE

AUG 29 3 09 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 289097