SPECIAL WARRANTY DEED
SUBJECT TO RESTRICTION

THIS INDENTURE, made and entered into this 10th day of August, 1988, by and between E. Woods Weathersby, Trustee, but not individually or otherwise, with full power to sell, transfer and convey without joinder of any beneficiary, party of the first part, and Ewing Lane Partnership, a Tennessee general partnership composed of William J.Gregg, Sr., Robert A. McDowell, Jr. and C. LeRoy Norton, Jr., d/b/a North Point Plaza, party of the second part,

W I T N E S S E T H :

That for and in consideration of Ten Dollars ($10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate, situated and being in the County of Davidson, State of Tennessee, as described on Exhibit "A" attached hereto and incorporated herein by reference as if set forth verbatim.

TO HAVE TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the aforedescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered, except as set forth on Exhibit "B" attached hereto and incorporated herein by reference, including a Restriction thereon, and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons claiming by, through or under the party of the first part, but not further or otherwise.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has executed this instrument on the day and year first above written.

5 8 2 0 5

AUG 12 12 PM '88

RUSH

E. Woods Weathersby, Trustee

E. WOODS WEATHERSBY, Trustee, but not individually

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared E. Woods Weathersby, Trustee, 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 within named bargainor, and that he as such Trustee executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal at office this 11th day of August, 1988.

KATHLEEN A. MAHONEY NOTARY PUBLIC SHELBY CO. TENN.

Notary Public

My commission expires:

My Commission Expires February 15, 1989

EWW6mgSWD5

Property Address: 3049 Dickerson Rd.

Mail tax bills to: (Person or Agency responsible for payment of taxes)

Ewing Lane Partnership
d/b/a North Point Plaza
4117 Hillsboro Road
Memphis, Tennessee 37215

This instrument prepared by:
E. Woods Weathersby
81 Monroe, Suite 500
Memphis, Tennessee 38103

State Tax $_____
Register's Fee _____
Recording Fee _____
Total $_____

Return to: O'Hare, Sherrard & Roe
800 Church Street
Nashville, TN 37219

Tax Parcel: 060-08-019

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $450,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 12 day of August, 1988.

Notary Public

My Commission Expires January 11, 1992

EXHIBIT "A"

Land in Davidson County, Tennessee, being part of Lot No. 7 on the Plan of the E. A. Lindsey's Subdivision, as of record in Book 547, page 144, Register's Office for said County described according to a survey made by Jim B. Bell, August 26, 1967, as follows: BEGINNING at a point in the east margin of Dickerson Pike as widened in the line between Lot Nos. 6 and 7 on said plan; thence with the easterly margin of said Dickerson Pike north 3° 54' east 137 feet to the southwest corner of the property under lease to Cumberland Oil Company; thence south 84°36' east 150 feet; thence north 3°59' east 131 feet to the southerly margin of Ewing Drive; thence with the said around slight curve having a radius of 602.96 feet easterly 120.96 feet; thence south 84°36' east 318.7 feet; thence south 3°54' west 300 feet; thence north 84°36' west 576.2 feet to the beginning, containing 3.32 acres, more or less.

Being the same property conveyed to E. Woods Weathersby, Trustee with full power to sell, transfer and convey without joinder of any beneficiary by deed from Boyle Investment Company. The record owner Mid-South Investment Co., Inc. was merged into Boyle Enterprises, Incorporated which was subsequently merged into Boyle Investment Company.

EXHIBIT "B"

1. 1988 real property taxes assumed by the Grantee.

2. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5559, Page 566 in the Register's Office of Davidson County, Tennessee.

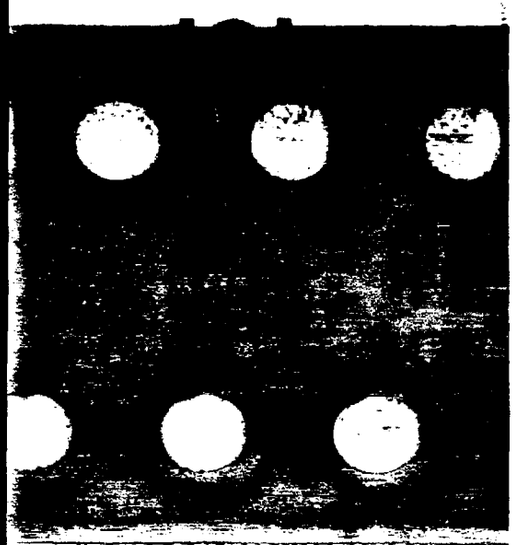
3. Lease and Agreement of record in Book 4495, Page 132 in the Register's Office of Davidson County, Tennessee between Mid-South Investment Co., Inc., a Tennessee corporation and Cooper and Martin, Inc. dated December 12th, 1966, as assigned by the certain unrecorded Assignment of Lease and Agreement by Malone & Hyde Food Companies, Inc. to Norton Development Group, Inc., dated June 22, 1988.

4. RESTRICTION: The real property described on Exhibit "A" shall not be used as a grocery store.

kh:c:bicnash

OFFICIAL RECEIPT

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



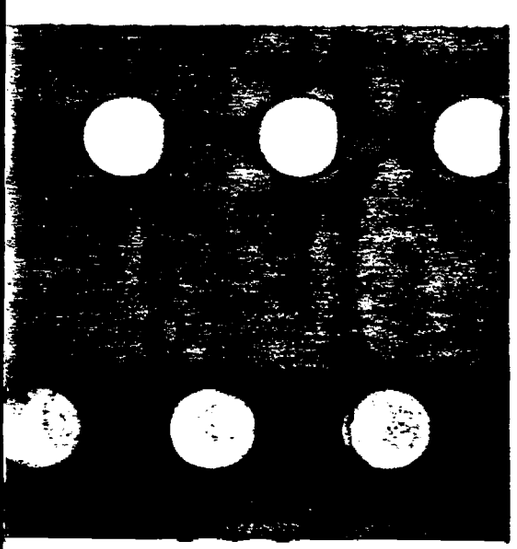
RECEIVED OF _____

FOR _____

BOOK 7625 PAGE 397

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 450000.00
				CO TY 1485.00
				PREE 0.50
				MISC 12.00
				TOTAL 1497.50
				CHECK 1497.50
08/12/98	01			[illegible]



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

582651

IDENTIFICATION

AUG 12 1 12 PM '98

FELIX Z. WILSON
REGISTER
DAVIDSON COUNTY, TENNESSEE

No. 123110