Box 85

#262977

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street
Suite 2800
Nashville, Tennessee 37219

BOOK 8312 PAGE 630

ADDRESS NEW OWNERS:	SEND TAX BILL TO:	MAP-PARCEL NO.
Blockbuster of Tennessee, Ltd. 965 Ridge Lake Boulevard Suite 310 Memphis, Tennessee 38120	Same	Map 42-16 Parcels 104 & 105

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ELLEN ROBERTSON CHRISTIANSON (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto BLOCKBUSTER OF TENNESSEE, LTD., a Tennessee limited partnership (the "Grantee"), and Grantee's successors and assigns, all those certain tracts or parcels of land in Madison, Davidson County, State of Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference (the "Land"); together with the appurtenant easements contained in that certain Agreement of Restrictions and Grant of Easements, of record in Book 8312 page 615, said Register's Office (the "Easement Agreement").

The conveyance of the Land, and all covenants and warranties contained herein, are made expressly subject to those matters set forth on Exhibit B, attached hereto and incorporated herein by reference. The conveyance of the appurtenant easements contained in the Easement Agreement, and all covenants and warranties contained herein, are made expressly subject to those matters set forth on Exhibit C, attached hereto and incorporated herein by reference.

This is improved property, known as 130 Gallatin Road, Madison, Tennessee 37115.

TO HAVE AND TO HOLD the Land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, and Grantee's successors and assigns, forever; and Grantor covenants

with the said Grantee that Grantor is lawfully seized and possessed of the Land in fee simple, has a good right to convey the Land, and the Land is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein; and Grantor further covenants and binds herself, her heirs and assigns, to warrant and forever defend the title to the Land to the said Grantee, and to Grantee's heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise. Grantor further covenants that the appurtenant easements contained in the Easement Agreement are free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein, and Grantor further covenants and binds herself, her heirs and assigns, to warrant and forever defend the use of the appurtenant easements contained in the Easement Agreement to the said Grantee, and to Grantee's heirs and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise. Except for the foregoing covenants and warranties, Grantor makes no other covenants or warranties, express or implied, with respect to the appurtenant easements contained in the Easement Agreement.

G.H. Christianson II, spouse of Grantor, joins herein for the purpose of conveying any and all right, title and interest he may have in the Land or the appurtenant easements contained in the Easement Agreement by virtue of the marital relationship.

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.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of this 14th day of March, 1991.

Ellen Robertson Christianson
ELLEN ROBERTSON CHRISTIANSON

G.H. Christianson II
G.H. CHRISTIANSON II

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, ELLEN ROBERTSON CHRISTIANSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 14th day of March, 1991.

Kim H Hudson
Notary Public

My Commission Expires: 3/3/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, G.H. CHRISTIANSON II, 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, at office, this 14th day of March, 1991.

Kim H Hudson
Notary Public

My Commission Expires: 3/3/92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $350,000.00.

Denver Berry Attorney
Affiant

Subscribed and sworn to before me this 19th day of March, 1991.

Notary Public

My Commission Expires: 11/27/93

EXHIBIT A

Being a parcel of land in Madison, Second Civil District, Ninth Councilmanic District, Davidson County, Tennessee, located on the westerly margin of Gallatin Pike, south of Old Hickory Boulevard and being more particularly described as follows:

BEGINNING, at a point in the westerly margin of Gallatin Pike, said point being approximately 186 feet southwesterly of the southerly margin of Old Hickory Boulevard, said point also being the southeast corner of the Daisye S. Ramsay property as of record in Book 4912, page 188, Register's Office, Davidson County, Tennessee;

THENCE, with said margin of Gallatin Pike, S 01° 14' 53" W, 149.81 feet to an iron pin, being a corner to Lot No. 1, shown on the revision of the Kroger-Super X Shopping Center property-Madison, Tennessee, of record in Book 5800, page 373, R.O.D.C.;

THENCE, leaving said margin of Gallatin Pike with the boundary of said Lot No. 1, N 87° 49' 41" W, 139.74 feet to an iron pin;

THENCE, continuing with said boundary to Lot No. 1, N 01° 12' 42" E, 129.85 feet to an iron pin, the southwest corner to said Daisye S. Ramsay;

THENCE, with Ramsay's southerly boundary N 84° 01' 52" E, 140.92 feet to the westerly margin of said Gallatin Pike, the point of beginning.

Containing 19,543 square feet or 0.45 acres, more or less, and described according to a survey, dated January 25, 1991, as revised January 28, 1991, and as further revised February 26, 1991, by Barge, Waggoner, Sumner & Cannon, Inc., by Wendell H. Talley, Sr., Tennessee Registered Land Surveyor No. 785, 162 Third Avenue North, Nashville, Tennessee 37201, File No. 12426.

Being the same property conveyed to Ellen Robertson Christianson by deed from A.J. Coleman, R.L. Coleman (being one and the same person as Ronald Coleman), Madeliene C. Coleman, and Ronald Coleman, Trustee of The Coleman Children's Trust, of record in Book 8312, page 615, said Register's Office.

EXHIBIT B

1. Taxes for 1991, which have been prorated and are assumed by the Grantee.

2. All matters shown on survey, dated January 25, 1991, as revised January 28, 1991, and as further revised on February 26, 1991, by Barge, Waggoner, Sumner & Cannon, File No. 12426.

3. Easement for sanitary sewer and/or storm drainage of record in Book 3339, page 402, Register's Office for Davidson County, Tennessee.

4. Easement for sanitary sewer and/or storm drainage of record in Book 3339, page 406, Register's Office for Davidson County, Tennessee.

5. Easement to Southern Bell Telephone & Telegraph Company of record in Book 924, page 414, in said Register's Office.

6. Agreement of Restrictions and Grant of Easements, of record in Book 8312, page 615, Register's Office for Davidson County, Tennessee.

EXHIBIT C

1. Taxes for 1991: A lien, but not yet due or payable.

2. All matters shown on the plan of record in Book 5800, page 373, Register's Office for Davidson County, Tennessee.

3. Gas Service Easement of record in Book 5959, page 679, said Register's Office.

4. Cross Easement Agreement, of record in Book 5860, page 961, said Register's Office.

5. Agreement of Restrictions and Grant of Easements, of record in Book 8312, page 615, said Register's Office.

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IDENTIF. REFERENCE

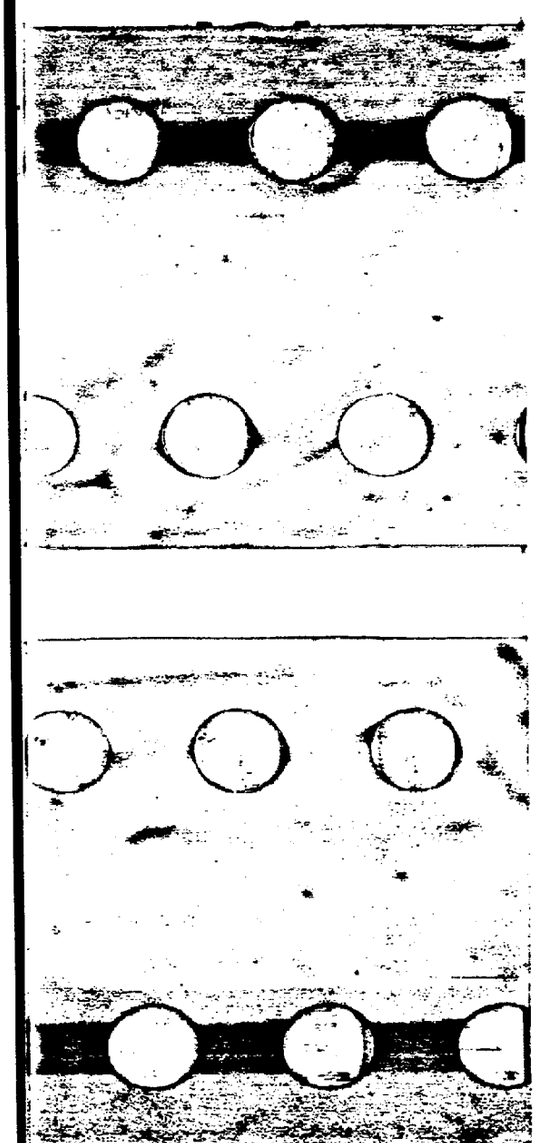
MAR 19 3 30 PM '91

DAVIDSON COUNTY, TN.

4840 03/19 1101 03CHECK 1174.00

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 8312 PAGE 636

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		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 350000.00
CON TX 1155.00
PRFEE 1.00
WDEED 18.00
TOTAL 1174.00
CHECK 1174.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/19/91 01 15:30 0001 4840

00241

IDENTIF. REFERENCE

Mar 19 3 30 PM '91

FELIX Z. WILSON, II
DAVIDSON COUNTY T.R.

No. 405598