8399

UPON RECORDATION, MAIL THIS INSTRUMENT TO: Bay 36 ~~Diane Corry, Taco Bell Corp., 17901 Von Karman, Irvine, California 92714-6212~~.

THIS INSTRUMENT PREPARED BY:
David W. Long, Esquire
Long, Ragsdale & Waters, P. C.
P. O. Box 90384
Knoxville, TN 37990

OWNER NAME/ADDRESS:
Taco Bell Corp.
17901 Von Karman Road
Irvine, California 92714-6212
Attn:_____

TAXPAYER NAME/ADDRESS: Same

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $691,033.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

NOTARY PUBLIC

Subscribed and sworn to before me this 16 day of July, 1991.

Mary Ann Selley
Notary Public

My Commission Expires: 3-26-94

o o O o o

WARRANTY DEED
(TENNESSEE)

THIS INDENTURE, made this 16 day of July, 1991, between The Bellevue Galleries, L.P., a Tennessee limited partnership, Grantor, and Taco Bell Corp., a California corporation, Grantee.

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto belonging or in any wise appertaining, to-wit: Situate in the First Civil District of Davidson County, Tennessee, and being more particularly described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said premises to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its representatives, successors and assigns does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed; has full power, authority, and right to convey the same; that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever; and that such premises are free from all encumbrances except for the encumbrances shown on Exhibit "B" attached hereto.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT "A" HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this the date first above written.

THE BELLEVUE GALLERIES, L.P., a Tennessee limited partnership

By FMP Nashville Bellevue Corporation, General Partner

By A.C. Masingill, Jr.
A.C. Masingill, Jr.,
President

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, Rebecca B. Lane, of the state and county aforesaid, personally appeared A.C. Masingill, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of FMP Nashville Bellevue Corporation, a corporation that he acknowledged to be a general partner of The Bellevue Galleries, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as President of the corporation (on behalf of the corporation as general partner of the bargainor).

WITNESS my hand and seal this 20th day of June, 1991.

Rebecca B. Lane
Notary Public

My commission expires: 8/23/93



EXHIBIT A

Legal Description BOOK 8399 PAGE 85
Lot 5
Galleries at Bellevue

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee located on the southerly side of U.S. Highway 70 South between Sawyer Brown Road and Interstate 40, being Lot 5 as shown on the plan of Galleries at Bellevue as of record in Book 7900, Page 272, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the southerly margin of U.S. Highway 70 South, as widened by the above-referenced plat, said point being westerly 1,678 feet, more or less, from the westerly margin of Sawyer Brown Road;

THENCE, leaving said margin S 03 deg. 41' 00" E, 53.58 feet to a point;

THENCE, S 36 deg. 29' 42" W, 162.46 feet to a point;

THENCE, N 53 deg. 51' 55" W, 243.21 feet to a point;

THENCE, N 36 deg. 08' 05" E, 124.66 feet to a point in the southerly margin of U.S. Highway 70 South, as widened;

THENCE, with said margin S 74 deg. 22' 11" E, 12.17 feet to a point;

THENCE, continuing with said margin S 74 deg. 29' 07" E, 212.11 feet to the point of beginning.

Containing 40,649 square feet or 0.93 acres, more or less.

BEING part of the property conveyed to Grantor by deeds recorded in Book 7854, pages 602, 604 and 610, in the office of the Register of Deeds for Davidson County, Tennessee.

STATUTORY NOTICES:

1. Surveyor name, address, and license number: Wendell H. Talley, Sr., c/o Barge, Waggoner, Sumner & Cannon, 162 Third Avenue North, Nashville, Tennessee 37201, License No. 785.

2. Property identification information used by the assessor of property: Map 142; Parcel 24 and 25.

EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 1991 and subsequent years.

2. Those matters that are disclosed by plat of record in Plat Book 7900, page 272, in the Davidson County Register's Office, and survey of Barge, Waggoner, Sumner & Cannon, dated November 26, 1990, and revised April 9, 1991.

3. Joint Access and Utility Easement of record in Book 8293, Page 3, said Register's Office, as amended by instruments of record in Book 8323, Page 82, and in Book 8323, Page 100, said Register's Office.

4. Agreements for Dedication of Easements for Sanitary Sewers of record in Book 6673, Page 43, in Book 6673, Page 45, and in Book 6673, Page 47, said Register's Office.

5. Reciprocal Easement and Operation Agreement of record in Book 8323, Page 183, said Register's Office.

6. Accessway Agreement dated February 11, 1991, among Grantor, Service Merchandise Company, Inc. and Stewart F. Kresge, Trustee, and Amendment to Accessway Agreement dated March 27, 1991, the latter document of record in Book 8323, Page 100, said Register's Office.

7. Reciprocal Easement and Operation Agreement of record in Book 8323, page 283, said Register's Office.

8. Ground Lease and Declaration of Easements, Covenants and Restrictions of record in Book 8323, page 111, said Register's Office.

9. Subordination of Deed of Trust and other loan documents to Joint Access and Utility Easement of record in Book 8323, Page 267, said Register's Office.

10. Subordination of Deed of Trust and Loan Documents to Reciprocal Easement and Operation Agreement of record in Book 8323, Page 268, said Register's Office.

11. Amendment to Reciprocal Easement and Operation Agreement by and between Bellevue Galleries, L.P., a Tennessee limited partnership, Home Depot, U.S.A., a Delaware corporation, Toys "R" Us, Inc., a Delaware corporation, and Sovran Bank/Tennessee as of record in Book 8394, Page 993, said Register's Office.

3117.9.

IDENTIFICATION REFERENCE

JUL 16 2 34 PM '91

FELIX Z WISCONSIN REGISTER
DAVIDSON COUNTY, TN

2084 07/16 0101 03CHECK 2569.70



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8399 PAGE 87

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 691033.00
				CON TX 2556.70
				PRFEE 1.00
				WDEED 12.00
				TOTAL 2569.70
				CHECK 2569.70
07/16/91	01			14:37 0001 2084

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3117.9.

IDENTIFICATION REFERENCE

Jul 16 2 34 PM '91

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 441091