THIS INSTRUMENT PREPARED BY:
JOHN M. BAIRD
WHITE & REASOR
3305 West End Avenue
Nashville, Tennessee 37203

ADDRESS NEW OWNERS:	PERSON RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PARCEL NOS.
The Kroger Co. 1014 Vine Street Cincinnati, Ohio 45202-1100	NEW OWNER	117-14-171

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, paid by The Kroger Co., hereinafter referred to as "Grantee," Bandywood Fashion Squares, Ltd., hereinafter referred to as "Grantor," has this day bargained and sold and does hereby transfer and convey unto the said Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

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 a portion of the same property conveyed to Bandywood Fashion Squares, Ltd. by deed of record in Book 6743, page 445, Register's Office for Davidson County, Tennessee.

This is improved property known as Fashion Square West, Bandywood Drive, Nashville, Tennessee 37215.

TO HAVE AND TO HOLD, the said real estate, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, its successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered except for (i) reciprocal easements and other matters set forth in that Agreement of record in Book 5586, page 248, Register's Office for Davidson County, Tennessee; (ii) easement(s) in favor of The Metropolitan Government of Nashville and Davidson County, Tennessee, granted by instrument of record in Book 4499, page 738, Register's Office for Davidson County,

Tennessee; (iii) easement(s) and setback line(s) and other matters shown on the Plat appearing of record in Book 5210, page 324, Register's Office for Davidson County, Tennessee; (iv) matters shown on Survey No. 92-164, last revised December 18, 1992, prepared by Ragan-Smith Associates, Inc., Surveyors; (v) 1993 real estate taxes which have been prorated and assumed by Grantee; and (vi) one party in possession as tenant only under a lease agreement dated November 1, 1989, a memorandum of which is of record in Book 8030, page 608, Register's Office for Davidson County, Tennessee, and parties in possession as tenants only under unrecorded leases.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

The execution and delivery of this instrument is made free and clear of any liens pursuant to Notice of Proposed Sale filed March 1, 1993, in the United States Bankruptcy Court for the Middle District of Tennessee under Bk. No. 392-02333, and pursuant to Agreed Order Approving Sale entered in that case on April 1, 1993, a certified copy of which is attached hereto as Exhibit "A."

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed on this 30th day of March, 1993.

BANDYWOOD FASHION SQUARES, LTD.,
a Tennessee limited partnership

BY: _____
David E. Mills, General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, John M. Bones, a Notary Public for the State and County aforesaid, David E. Mills, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, as General Partner of, and on behalf of, the within named Grantor.

Witness my hand, at office, this 30th day of March, 1993.

_____
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
7-23-94

1691 04/02 0101 03 CHECK 7067.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,900,000.00.

_____
AFFIANT

Subscribed and sworn to before me this 2ND day of April, 1993.

_____
NOTARY PUBLIC

THOMAS K. PARKER JR. NOTARY AT LARGE STATE OF TENNESSEE

My Commission Expires:

My Commission Expires Nov. 26, 1994

DAVIDSON COUNTY, TN

REFERENCE

93

0 2 4 1

EXHIBIT "A"

BOOK 8906 PAGE 78

RECEIVED FOR ENTRY
4-1-93 3:50pm
BY: DEPUTY CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
BANDYWOOD FASHION SQUARES, LTD.,	)	Case No. 392-02333
	)	Chapter 11
Debtor-in-Possession.	)	Judge LUNDIN

AGREED ORDER APPROVING SALE

On March 1, 1993, the Debtor in Possession filed and served a Notice of Proposed Sale of Property (the "Notice"), under which the Debtor sought authority to sell certain property as described in Exhibit 1 to the Notice (the "Property") to Kroger Company for One Million Nine Hundred Thousand Dollars ($1,900,000.00), with transaction costs to be deducted from the sales price in accordance with a pro forma attached as Exhibit 2 to the Notice. The Notice also provided that "other proceeds of sale will be distributed in accordance with the Pending Plan of Reorganization, as the same may be implemented by a valid and nonappealable confirmation order in this case." Two creditors, Provident National Assurance Company, and H & E, Inc., a tenant, objected to the sale. No other objections were filed as required under the shortened notice period established by the Court.

As evidenced by the signatures of counsel below, the objecting creditors have agreed to withdraw their objections to sale of the Property in accordance with the Notice, subject to certain conditions set forth below.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

IT IS THEREFORE ORDERED that the sale is approved in accordance with the Notice, subject to the following terms and conditions:

1. The Debtor is authorized to sell the Property, as described on Exhibit 1 hereto, to Kroger Company, for $1.9 million. The terms of the sale are cash, except for certain holdbacks of closing expenses set out on Exhibit 2 hereto pursuant to agreement among Debtor, Provident, Kroger Company and the other recipients of the closing expenses. Said holdbacks shall either be placed in escrow or paid to third party recipients as indicated in Exhibit 2.

2. The proceeds of sale, less the expenses and holdbacks set forth in the pro forma attached hereto as Exhibit 2 (which may be paid at closing or separately escrowed pending the satisfaction of conditions by the recipients of closing expenses), shall be escrowed as Provident's cash collateral in a separate interest bearing account (not the DIP account) and not used or transferred for any purpose without Court approval. If there are any deviations in closing expenses from Exhibit 2, then they shall not be paid or withheld absent either written consent from Provident or approval of this Court. Subject to satisfaction of certain conditions set forth on note 1 to Exhibit 2, Debtor will receive, in addition to the amounts received at closing, additional amounts set forth in note 1, less Tenant Relocation Costs, with the net amount totalling not less than $277,500.00. These additional amounts shall when received be placed in Provident's cash collateral account.

3. The Debtor is not authorized to use proceeds as contemplated in its plan. Except as expressly provided herein, all issues pertaining to use of cash collateral are reserved.

4. Provident and the Debtor plan to reserve certain parking and other rights with respect to portions of the Property, and the closing shall be conditioned upon Provident's approval with respect to the reserv[illegible] of rights necessary to insure the operation of the remaining portion of Bandywood.

Enter this 1ST day of ~~March,~~ April 1993.

Keith M. Lundin
JUDGE KEITH M. LUNDIN

SUBMITTED FOR ENTRY BY:

Robert C. Goodrich, Jr.
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
201 Fourth Avenue North
Nashville, Tennessee 37219
(615) 244-5200

Attorneys for Provident

Roger G. Jones
BOULT, CUMMINGS, CONNERS & BERRY
Suite 1200
414 Union Street
NationsBank Plaza
Nashville, Tennessee 37219-1777

Attorneys for H & E, Inc.

William Lane Newport V
303 Church Street, Suite 100
Nashville, Tennessee 37201-1713

Attorney for Debtor

INTERNAL ROUTING:

- ___ Chief Deputy Clerk
- ___ Courtroom Deputy
- ___ Calendar Clerk
- ___ Conversion Clerk
- ___ Financial Clerk
- ___ Judgment Book
- ___ Discharge Clerk
- ___ Copy to be picked up at front counter by _____

MAIL TO:

- ___ All creditors and/or parties in interest
- ___ Debtor(s)
- ✓ Attorney for debtor(s)
- ___ Trustee
- ___ Attorney for trustee
- ___ Attorney for plaintiff/movant
- ___ Attorney for defendant/respondent
- ___ parties listed on bottom of order
- ___ parties listed in cert. of service
- ___ As stated in order
- ___ Debtor's employer
- ___ U.S. Trustee

✓ Walk through _____

___ Attorney for debtor
___ attorney for movant
___ trustee/attorney for trustee
___ Others _____

ALL MAILING TO BE DONE BY:
NOTE send copy of routing slip

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:

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Being a portion of the same property conveyed to Bandywood Fashion Squares, Ltd. by deed of record in Book 6743, page 445, Register's Office for Davidson County, Tennessee.

TRACT II:

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, and by instrument recorded in Book 6743, page 456, 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.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

SELLER'S SETTLEMENT SHEET
(PRO FORMA)

DATE: March 29, 1993

SELLER: Bandywood Fashion Squares, Ltd.

BUYER: The Kroger Co.

PROPERTY: Fashion Square West

	Debits	Credits
Property Sold (See Note 1)		$1,900,000.00
1993 Taxes (Prorated) (See Note 2)	3,611.67+	
Tenant Relocation Costs: (See Note 3)		
Vie Active	28,000.00+/-	
F. Scott's	110,000.00	
Stock Room	15,500.00-	
	153,500.00	
Davidson County Register:		
Record Deed (including transfer taxes)	7,039.00	
Miscellaneous Recording Costs (See Note 4)	100.00+/-	
Surveys Reimbursement	5,879.50	
Environmental Survey Reimbursement	4,700.00	
Norton Vaughan & Corbitt - Brokerage Commission	76,000.00	
Lawyers Title Insurance Corporation - Title Premium and Search Fees	5,695.00	
Escrow Agent Fees	150.00	
White & Reasor: Fees and Expenses	11,449.50	

RECORDED MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
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Notes:

1. Pursuant to Second Modification to Purchase and Sale Agreement and Third Modification to Purchase and Sale Agreement, the Purchaser will withhold $400,000.00 of the purchase price at Closing, and will deliver the amount withheld upon the removal and/or relocation of certain tenants at the Property, in accordance with the following schedule:

   (i) when the space presently occupied by The Stockroom is vacated, then Purchaser shall deliver to Seller $100,000.00 of the amount withheld;

   (ii) when the space presently occupied by Vie Active is vacated, then Purchaser shall deliver to Seller $100,000.00 of the amount withheld;

   (iii) when the space occupied by F. Scott's is vacated, then Purchaser shall deliver to Seller $200,000.00 of the amount withheld, provided, however, that notwithstanding the foregoing, the payment by Purchaser of $110,000.00 to H & E, Inc., as required by that Lease Termination Agreement entered into by and among H & E, Inc., Seller and Purchaser shall be deemed partial payment of that amount of the purchase price required to be delivered to Seller when the space occupied by F. Scott's is vacated.

   Tenant Relocation Costs shown on this Settlement Sheet may be paid from the amounts withheld, with net funds after payments to be deposited into the account described in numbered paragraph 2 of the Agreed Order Approving Sale to which this Settlement Sheet is attached as Exhibit 2.

2. Actual amount will be determined by, and at, the date of Closing.

3. Total Tenant Relocation Costs will not exceed the aggregate amount shown.

4. Estimated costs of recording various title clearing instruments. This amount will be determined by, and at, the date of Closing.

REJECTED FOR MICRO
LEGIBILITY OF PRINTED TEXT OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

FARRIS, WARFIELD & KANADAY
ATTORNEYS AT LAW
THIRD NATIONAL FINANCIAL CENTER
424 CHURCH STREET, SUITE 1900
NASHVILLE, TENNESSEE 37219-2387
TELEPHONE (615) 244-5200
FAX (615) 726-3185
TELEX 508530

THIRD NATIONAL BANK BUILDING
201 FOURTH AVENUE NORTH, 17TH FLOOR
NASHVILLE, TENNESSEE 37219-2040
TELEPHONE (615) 244-5200
FAX (615) 244-1972

April 2, 1993

John M. Baird
White & Reasor
3305 West End Avenue
Nashville, TN 37203

Re: Bandywood-Fashion Square West

Dear John:

This is to confirm that Provident National Assurance Company has reviewed the descriptions of the tracts and interests to be released from its Deed of Trust in connection with the proposed sale to Kroger and has determined that the conditions of paragraph 4 of the Agreed Order Approving Sale, entered April 1, 1993, have been satisfied so far as Provident's interests in the remaining property are concerned.

Very truly yours,

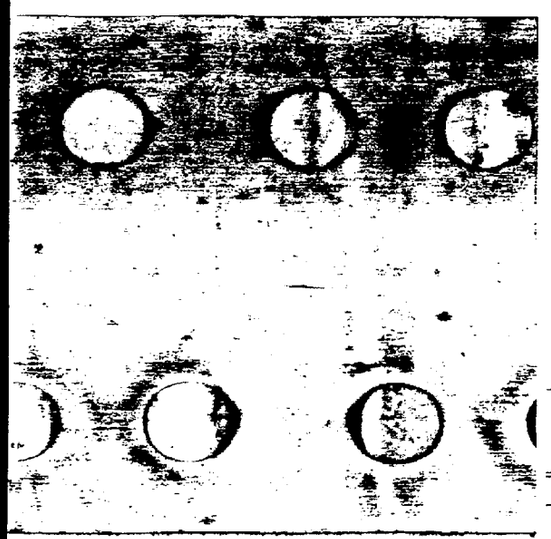
FARRIS, WARFIELD & KANADAY

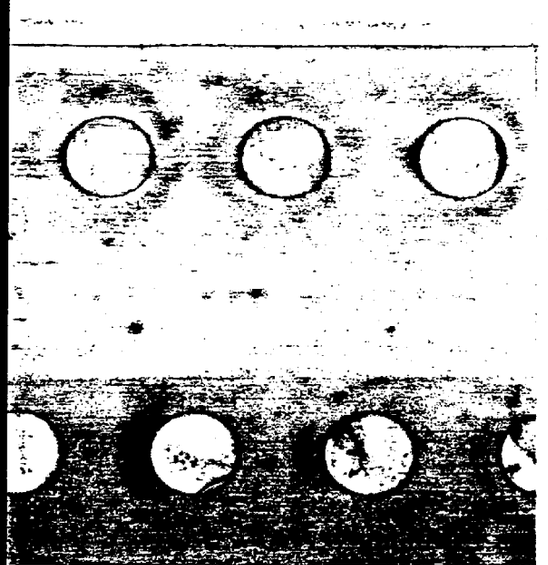
William B. Drescher

William B. Drescher

WBD/lg

54371. 4/2/93





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

RECEIVED OF _____

FOR _____

BOOK 8906 PAGE 85

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

CAMT	1900000.00
CON TX	7030.00
PRFEE	1.00
MTGFEE	36.00
TOTAL	7067.00
CHECK	7067.00

04/02/93 01 15454 0001 1691

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06241

IDENTIFICATION REFERENCE

APR 2 3 53 PM '93

DAVIDSON COUNTY, TN

No.636501