BOOK 9005 PAGE 780

WARRANTY DEED

FROM: SMITH FOODS II LIMITED PARTNERSHIP, a Tennessee limited partnership, Grantor

TO: FFCA CO-INVESTMENT LIMITED PARTNERSHIP, a Delaware limited partnership, Grantee

This instrument was prepared by:
Jeffrey R. King
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes Field Book Numbers	Map-Parcel Numbers
17207 North Perimeter Drive Scottsdale, AZ 85255	(new owner)	75-10-210

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Seventy-Five Thousand and No/100 Dollars ($375,000.00).

E. Rhett Smith
Affiant

SUBSCRIBED AND SWORN TO before me, this the 6 day of July, 1993.

Denise M. Lutz
Notary Public

My Commission Expires: 11/20/96

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Smith Foods II Limited Partnership, Grantor, has bargained and sold, and by these presents does transfer and convey unto FFCA Co-Investment Limited Partnership, Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described on Exhibit A which is attached hereto and incorporated herein by reference.

This is improved property, known as 4119 Lebanon Road, Nashville, Tennessee.

This conveyance is expressly made subject to the following:

1. The lien for 1993 taxes which have been prorated and will be paid by Grantee.

2. Restrictions contained in Book 7141, page 111, said Register's Office.

3. All easements, conditions and other matters shown on the Plan of Record recorded in Book 6900, page 3, said Register's Office.

4. Easements as set forth in Book 7141, page 120, said Register's Office.

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, its successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor its successors and assigns, 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 whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness my hand this 1st day of July, 1993.

SMITH FOODS II LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: E.R. SMITH, INC.,
general partner

By: E. Rhett Smith

Title: Pres.

[illegible] 1404.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Lawrence, a Notary Public of said County and State, personally appeared E. Rhett Smith, 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 E.R. SMITH, INC., the general partner of SMITH FOODS II LIMITED PARTNERSHIP, the within named bargainor, a partnership, and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing his name as President of E.R. SMITH, INC.

Witness my hand and seal, at Office in Nashville, this 6 day of July, 1993.

Denise M. Lawrence
Notary Public

My Commission Expires: 11/20/96

38115
IDENTIF. & REFERENCE

93 JUL -6 PM 4:33
WILLIAM A. BOSCH II REGISTER
DAVIDSON COUNTY, TN.

EXHIBIT A

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A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee; being all of Lot No. 3 as shown on the Final Plat of Wal-Mart Center as of record in Plat Book 6900, Page 3, R.O.D.C., Tennessee and being more particularly described as follows:

Beginning at an existing iron pin on the easterly right-of-way line of Lebanon Pike, U.S. Highway 70-N (R.O.W. varies); said iron pin being the common westerly property corner between Lots 2 and 3 as shown on the Final Plat of Wal-Mart Center; thence,

1. **With the easterly right-of-way line of Lebanon Pike, N 31° 04' 00" E a distance of 224.96 feet to an existing iron pin; thence,**

2. **N 34° 58' 26" E a distance of 94.97 feet to an existing iron pin; thence,**

3. **Leaving said right-of-way line and with the easterly property line of Lot No. 3, S 37° 22' 30" E a distance of 206.24 feet to an existing P.K. nail in concrete gutter on the westerly right-of-way line of a Joint Access and Public Utility Easement (R.O.W. width varies) as of record in Deed Book 7141, Page 120, R.O.D.C., Tennessee and as shown on said final plat; thence,**

4. **Southwestwardly with the westerly right-of-way line of said easement and a 469.13-foot radius curve to the left a distance of 112.99 feet to a chiseled "X" in concrete gutter; said curve has a chord bearing and distance of S 12° 29' 00" W, 112.72 feet; thence,**

5. **S 05° 35' 00" W a distance of 50.00 feet to an iron pin (set) at the common easterly property corner between Lots 2 and 3; thence,**

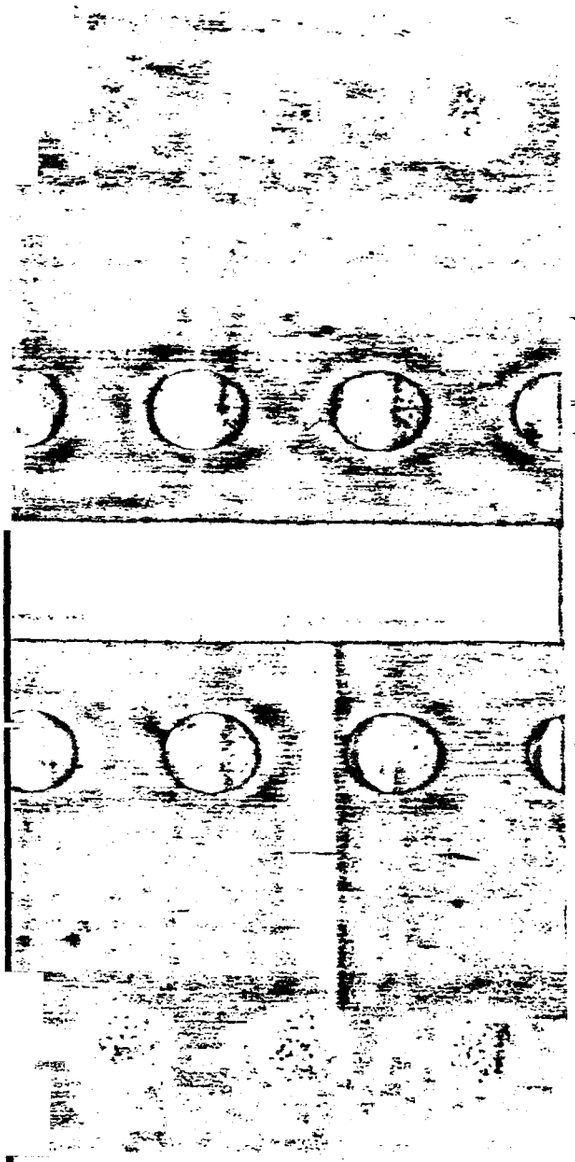
6. **Leaving the westerly right-of-way line of said easement, with the common property line between Lots 2 and 3, N 78° 42' 36" W a distance of 271.75 feet to the point of beginning.**

TOGETHER with an easement for ingress and egress and sign and set out in Book 7141, page 120, Register's Office for Davidson County, Tennessee, and as shown on the Plan of record in Book 6900, page 3, Register's Office for Davidson County, Tennessee.

And being the same property conveyed to Grantor by deed from Joe Wilmoth of record in Book 9005, page 797, said Register's Office.

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

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



RECEIVED OF _____

FOR _____

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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
375000.00
CON TX 1387.50
PRFEE 1.00
TDEED 16.00
ERR CO
~~TDEED 16.00~~
~~MDEED 16.00~~
TOTAL 1404.50
CHECK 1404.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/06/93 01 16:33 0001 0667

38115
IDENTIF. ↑ REFERENCE

93 JUL -6 PM 4:33
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 671127