Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Bandywood I Limited Partnership C\O Spiva\Hill Management Co. 2817 West End Avenue Nashville, Tennessee 37203	Map 117-14 Parcel 107	Same as Owner
This instrument prepared by: Boult, Cummings, Conners & Berry (RGJ) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

WARRANTY DEED

WHEREAS, on October 8, 1993, the United States Bankruptcy Court for the Middle District of Tennessee, in In re Bandywood Fashion Squares, Ltd., No. 92-02333-KL3 - 11, entered an Order Confirming Plan (the "Confirmation Order") confirming the Chapter 11 plan (the "Plan") filed by North American Properties, Inc. ("North American"); and

WHEREAS, the Confirmation Order is of record in Book 9128, page 780, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Plan provides for the debtor, Bandywood Fashion Squares, Ltd. ("Grantor"), a Tennessee limited partnership, to convey the property described in Exhibit A attached hereto (the "Property") to North American or its designee; and

WHEREAS, on October 25, 1993, the United States Bankruptcy Court for the Middle District of Tennessee entered an Order (the "Order of Authorization") authorizing and directing David E. Mills, Jr., the Grantor's general partner, to execute any and all documents necessary to convey the Property to North American or its designee; and

WHEREAS, the Order of Authorization is of record in Book 9128, page 778, Register's Office for Davidson County, Tennessee;

WHEREAS, on October 28, 1993, North American filed with the United States Bankruptcy Court for the Middle District of Tennessee its Notice of Designation naming Bandywood I Limited Partnership ("Grantee") as its designee under the Plan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey the Property to Grantee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the encumbrances described in Exhibit B attached hereto.

Grantors covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has good right to convey the Property; and that the Property is unencumbered except as set forth herein.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons.

Executed this 1ST day of November, 1993.

BANDYWOOD FASHION SQUARES, LTD.

By: _____
David E. Mills, Jr., General Partner

This is improved property, known as the Bandywood Shopping Center, Bandywood Drive, Nashville, Tennessee 37215.

Pursuant to 11 U.S.C. { 1146(c) and the Confirmation Order, this instrument is exempt from transfer or recording tax.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David E. Mills, 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 the general partner of Bandywood Fashion Squares, Ltd., the within named bargainor, a Tennessee limited partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as general partner.

Witness my hand and seal, at office in Nashville,, Tennessee, this the 1ST day of November, 1993.

NOTARY PUBLIC

My Commission Expires: May 6, 1995

85526/RGJ
090825-014/ 11/1/93

EXHIBIT A

Being Lots 25, 26, 27, 28 and 29 on the Map of Part 2 George Water's Subdivision of record in Book 1130, page 68, Register's Office for Davidson County, Tennessee, described according to a survey of Barry Greer and Associates dated September 15, 1979, as follows:

Beginning at a point in the northerly margin of Bandywood Drive, as a point 466.98 feet more or less westerly from the turn out at Abbott Martin Road, said point being the common front corner of Lots 29 and 30; thence with the line between said lots north 02 degrees 00' East 250.0 feet to a point, said point being the common rear corner of Lots 29 and 30 and Lots 1 and 2; thence North 88 degrees 00' West 300 feet to a point, said point being the westerly margin of lot 25 and the common rear corner of Lots 6 and 7; thence with the westerly margin of lot 25 South 02 degrees 00' West 250 feet to a point in the northerly margin of Bandywood Drive; thence with the margin of the same South 88 degrees 00' West 300 feet to the point of beginning.

Being part 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.

85526/RGJ
090825-014/ 11/1/93

EXHIBIT B

1. 1994 taxes, a lien but not yet due and payable.

2. Tennessee Deed of Trust and Security Agreement of record in Book 6743, page 467, Register's Office for Davidson County, Tennessee.

3. Memorandum of Lease between Bandywood Fashion Squares, Ltd., and Harrington Chocolates, Inc. of record in Book 9030, page 680, Register's Office for Davidson County, Tennessee.

4. All matters shown on the Plan of Record in Book 1130, page 68, Register's Office for Davidson County, Tennessee.

80589
IDENTIF. & REFERENCE

93 NOV -2 AM 10:00
FELIX Z. REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

2794 11/02 0101 03CHECK 16.00