Box 35

BOOK 9197 PAGE 283 # 272165 KBH

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $16,600,000.00

David A. Hodson, Affiant

Subscribed and sworn to before me, this 7th day of Dec, 1993.

Notary Public

My Commission expires: 9-15-94

My Comm. Exp.

93 DEC 22 PM 4:17

00101

Drawn by and Mail to:
Moore & Van Allen (MAD)
100 North Tryon Street, Floor 47
Charlotte, NC 28202-4003

Name and Address of New Owner:

Factory Stores of America, Inc.
1209 Industrial Park Drive
Smithfield, North Carolina 27577

TAX MAP-PARCEL NUMBER:
62-0-34

Person or entity responsible for the payment of real property taxes:

SAME

7662 12/22 0101 03CHECK 61453.00

# GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made and entered into on this the 7th day of December, 1993, by and between **MUSIC VALLEY PARTNERS LIMITED PARTNERSHIP**, a North Carolina Limited Partnership, party of the first part and **FACTORY STORES OF AMERICA, INC.**, a Delaware corporation, parties of the second part;

CHAR_1\F:\DOCS\MAD\REALESTA\80728_1

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby grant, bargain, sell, transfer and convey unto the parties of the second part, the following property located in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

This being a portion of the same property conveyed to Music Valley Partners Limited Partnership, a North Carolina Limited Partnership, by Warranty Deed dated April 28, 1993, which is of record in the Office of the Register of Deeds for Davidson County, at Nashville, Tennessee, in Deed Book 8930, at Page 881.

TO HAVE AND TO HOLD the above described property together with all improvements thereon and appurtenances thereunto belonging unto the parties of the second part, their heirs, and assigns in fee simple forever.

The party of the first part covenants with the parties of the second part that it is lawfully seized and possessed of the property herein described and hereby conveyed, that it has a good right and full authority to convey same, that the same is unencumbered, except as described on Exhibit B attached hereto and incorporated herein by reference, and that it will forever

warrant and defend the title to the above described property against the lawful claims of all persons whomsoever.

Taxes for the year 1993 are prorated and the payment is assumed by the party of the second part.

IN TESTIMONY WHEREOF, witness the signature of the party of the first part hereunder affixed on this the day and year first herein written.

MUSIC VALLEY PARTNERS LIMITED PARTNERSHIP, a North Carolina limited partnership

BY: FLEMING-VALDOSTA CO., a North Carolina general partnership

By: _____ (Seal)
J. DIXON FLEMING, JR.,
General Partner of Fleming-Valdosta Co.

STATE OF NORTH CAROLINA

COUNTY OF Johnston

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **J. Dixon Fleming, 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 authorized General Partner of Fleming-Valdosta Co., a North Carolina General Partnership, and that he as such General Partner, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as such General Partner, said Partnership being the General Partner in Music Valley Partners Limited Partnership, a North Carolina Limited Partnership, and he further acknowledged that Fleming-Valdosta, Co., as General Partner, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership as such General Partner.

WITNESS my hand and seal at office in the State and County aforesaid on this the 7th day of ~~Dec~~, 1993.

Phyllis L. Strickland
Notary Public

My commission expires: 9-15-94

PHYLLIS L. STRICKLAND
Notary Public
Johnston County, N.C.
My Commission Expires 9-15-94

Exhibit A

Nashville

LEGAL DESCRIPTION

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee being more particularly described as follows:

Beginning at an existing P.K. Nail in pavement on the northerly right-of-way line of McGavock Pike (60-foot right-of-way), said nail being 781.4 feet, more or less, west of the south end of the northwest return curve at the intersection of Music Valley Drive and McGavock Pike, as measured along the northerly right-of-way line of McGavock Pike, said nail also being southwest corner of a tract of land conveyed to Fiddler's Inn, Inc. by deed recorded in Book 5877, Page 627, R.O.D.C., Tennessee; thence,

1. With the northerly right-of-way line of McGavock Pike, N 82-50-55 W, a distance of 534.47 feet to an existing iron pin; said pin being the southeasterly property corner of a tract of land conveyed to Gleaves Farm, Ltd. by deed of record in Book 6849, Page 546, R.O.D.C., Tennessee; thence,

2. Leaving said right of way line, with the easterly property line of Gleaves Farm, Ltd., N 10-04-58 E, a distance of 378.80 feet to an existing iron pin; thence,

3. N 10-57-08 E, a distance of 1541.16 feet to an existing iron pin; thence,

4. N 11-00-18 E, a distance of 1150.98 feet to an existing planted stone, said planted stone being the southwesterly property corner of Mary Francis Rudy, et al, by deed of record in Book 7620, Page 837, R.O.D.C., Tennessee; thence,

5. Leaving the easterly property line of Gleaves Farm, Ltd., with the southerly property line of Mary Francis Rudy and in part, the southerly property line of Frank Rudy Estates-Phase I as of record in Plat Book 6200, Page 826, R.O.D.C., Tennessee, S 77-32-36 E, a distance of 661.78 feet to an existing iron pin by planted stone; thence,

6. Leaving the southerly property line of Frank Rudy Estates-Phase I, with the westerly property line of Section 3 - Music City Villa of record in Plat Book 6900, Page 113, R.O.D.C., Tennessee, S 10-54-32 W, a distance of 1144.42 feet to an existing iron pin; said iron pin being the northwesterly property corner of Lot 3 as shown on the plan of Grand Old Golf Subdivision as of record in Plat Book 6250, Page 760, R.O.D.C., Tennessee; thence,

7. With the westerly property line of Lot No. 3, S 10-59-25 W, a distance of 334.57 feet to an existing concrete monument,



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the northwesterly property corner of Lot 3, Resubdivision - Lots 1 and 3 Rudy's Farm of record in Plat Book 7900, Page 54, R.O.D.C., Tennessee; thence,

8. With the westerly property line of Lot 3 and in part, the westerly property line of Reserve Parcel (120) as shown on the plan of Rudy's Corner-Section Two as of record in Plat Book 4860, Page 128, R.O.D.C., Tennessee, S 11-05-11 W, a distance of 706.72 feet to an iron pin set; said iron pin being the northeasterly property corner of a tract of land covered to Fiddler's Inn, Inc. by deed of record in Book 5877, Page 627, R.O.D.C., Tennessee; thence,

9. Leaving the westerly property line of Reserve Parcel (120), with the northerly property line of Fiddler's Inn, Inc., N 85-21-33 W, a distance of 262.65 feet to an iron pin set; thence,

10. With the westerly property line of Fiddler's Inn, Inc., S 02-39-29 W, a distance of 52.99 feet to a mark on steel bus ramp; thence;

11. S 02-27-36 E, a distance of 260.75 feet to an existing iron pin; thence,

12. S 06-24-32 E, a distance of 141.97 feet to an existing iron pin; thence,

13. S 06-31-39 E, a distance of 363.00 feet to the point of beginning and containing 1,866,773 square feet or 42.855 acres, more or less.

Less and Except the following:

A Tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee being a 3.31-acre tract included in the total tract of 42.855 acres and more particularly described as follows:

Beginning at a point that is N 82-50-55 W, 100.00 feet from the point of beginning of the total 42.855-acre tract and proceeding as follows:

1. From the point of beginning and with the northerly right-of-way line of McGavock Pike (a 60-foot wide street), N 82-50-55 W, 434.47 feet to an existing iron pin; thence,

2. Leaving McGavock Pike and with the common property line of Gleaves Farm, Ltd. as of record in Deed Book 6849, page 546, R.O.D.C., Tennessee and this tract, N 10-04-58 E, 340.45 feet to a point; thence,

3. Leaving Gleaves, severing the total 42.854-acre tract, making a new line for the next two calls, S 82-50-55 E, 413.36 feet to a point; thence,



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4. S 06-31-39 W, 340.02 feet to the point of beginning and containing 144,131 square feet or 3.31 acres, more or less.

This survey description was taken from an updated survey entitled "ALTA/ACSM Land Title Survey for Music Valley Partners Limited Partnership, Bank One, Dayton, N.A., Chicago Title Insurance Company, HCM Opryland, Inc., Music Valley Acres, Inc., and Old Republic National Title Insurance Company" dated Revised April 19, 1993, last revised December 20, 1993 and certified by John O. Spry, Registered Land Surveyor for the State of Tennessee, Number 727.

Being a portion of the property conveyed from Music Valley Acres, Inc. to Music Valley Partners Limited Partnership by deed recorded in Deed Book 8930, Page 881, R.O.D.C., Tennessee.

TOGETHER WITH, all of Music Valley Partners Limited Partnership's right, and obligations in and to that certain slope easement as granted by a Slope Easement Agreement dated December 21, 1993, by and between Fiddler's Inn, Inc., as grantor and Music Valley Partners Limited Partnership, as grantee, recorded on even date herewith, in Book 9197, Page 256, R.O.D.C., Tennessee.

TOGETHER WITH, all of Music Valley Partners Limited Partnership's rights and obligations in and to that certain Non-Exclusive Access and Private Road Easement Agreement dated December 21, 1993, by and between Fiddler's Inn, Inc., as grantor and Music Valley Partners Limited Partnership, as grantee, recorded in Book 9197, Page 250, R.O.D.C., Tennessee.

TOGETHER WITH an easement to Factory Stores of America, its successors and assigns, for the existing sign located in the southeast corner of the 3.31 acre tract, described above, together with the right of Factory Stores of America, Inc., its successors and assigns to enter onto the 3.31 acre tract, described above, for the purpose of maintaining, repairing, and replacing the sign. Grantee shall at all times, at its own expense, keep the sign maintained, in good order and repair (and replaced, when needed), and in compliance with all applicable laws and governmental regulations, including without limitation sign ordinances. This easement is for the benefit of the property conveyed herein, and the easement and the covenants relating thereto shall run with the title to said property and shall bind and inure to the benefit of the owner thereof forever.

TOTAL P.02



Exhibit B

Permitted Exceptions

Nashville

1. Taxes for the year 1993 and subsequent years.

2. Easement Agreement dated March 24, 1993, by and between Music Valley Acres, Inc. and Robert R. Campbell, Jr., Trustee, recorded in Book 8895, Page 433, Davidson County Public Registry.

3. Matters shown on Plan of Record in Book 7900, Page 546, Davidson County Public Registry.

4. Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing to Joseph B. Pitt, Jr., Trustee for the benefit of Bank One, Dayton, National Association, dated April 28, 1993 and recorded on April 30, 1993 in Book 8930, Page 887, Davidson County Public Registry, securing obligations in the principle amount of $12,085,000.00, and UCC-1 Financing Statement of record in Book 8930, Page 922, further securing said Deed of Trust. Factory Stores of America, Inc. has assumed and agrees to pay the indebtedness secured by said Deed of Trust pursuant to a Transferee Agreement, recorded of even date herewith, by and among Bank One Dayton, National Association, Music Valley Partners Limited Partnership, and Factory Stores of America, Inc., and others.

5. Easement for flow of any streams, creeks or water ways.

6. Title to that portion of the property embraced within bounds of any street, road or highway.

7. Tenant in possession under recorded or unrecorded leases.

8. Matters shown on current survey of property.

9. All recorded easements, covenants and restrictions of record against the properties servient to the Slope Easement Agreement and the Non-Exclusive Access and Private Road Easement.

10. Non-Exclusive Access and Drainage Easement to Fiddler's Inn, recorded of even date herewith.



DEC-21-1993 14:50 FROM MOORE VAN ALLEN TO 6000004*3181526666*40 P.02

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

RECEIVED OF _____

FOR _____

BOOK 9197 PAGE 291

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

Conv. amt 16,600,000.00

CON TX 61420.00
PRFEE 1.00
WDEED 32.00
TOTAL 61453.00
CHECK 61453.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/22/93 01 16:18 0001 7662

00101
IDENTIFICATION REFERENCE

93 DEC 22 PM 4:17

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 737623