F435
CTIC

BOOK 9214 PAGE 955

05536
IDENTIFICATION REFERENCE

94 JAN -7 PM 1:32
FELICIA [illegible] REGISTER
DAVIDSON COUNTY, TN.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THE TRANSFER IS $1,445,500.00

AFFIANT:

Daryl E. Harms
Vice President, Montclair Investment Corporation, as general partner of Brooks, Mulkey & Partners, general partner of Grantor

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF January 1994.

Notary Public

MY COMMISSION EXPIRES: 10-17-94
(AFFIX SEAL)

THIS INSTRUMENT PREPARED BY: TINGLE, SEXTON, MURVIN, WATSON & BATES, P.C.
2001 Park Place North, Suite 900, Birmingham, AL 35203

Address New Owner(s) as Follows:	Mortgagee: Send TAXBills SAME None	Map-Parcel Numbers: 142-311
(Name) Circuit City Stores, Inc.	(Name)	
(Street Address or Route Number) 9950 Maryland Drive	(Street Address)	
(City) Richmond (State) VA (Zip) 23233	(City) (State) (Zip)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED, **BMP-BELLEVUE L.P., A TENNESSEE LIMITED PARTNERSHIP**, HEREINAFTER CALLED THE "GRANTOR", HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES TRANSFER AND CONVEY UNTO **CIRCUIT CITY STORES, INC.**, HEREINAFTER CALLED THE "GRANTEE", ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

FOR LEGAL DESCRIPTION TO REAL ESTATE BEING CONVEYED HEREUNDER, SEE EXHIBIT A ATTACHED HERETO, MADE A PART HEREOF, AS IF SPECIFICALLY SET OUT HEREIN.

Being a portion of the same property conveyed to The Bellevue Galleries, L.P., a Tennessee limited partnership, by Deeds of record in Book 7854, page 602, and Book 7854, page 606, Register's Office for Davidson County, Tennessee. By Amendment to Certificate of Limited Partnership for The Bellevue Galleries, L.P., of record in Book 8622, page 707, in said Register's Office, the name of said limited partnership was changed to BMP-Bellevue L.P.

TOGETHER WITH appurtenant easements established by (a) Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee corporation, and Stewart F. Kresge, Trustee, of record in Book 8293, page 3, said Register's Office; as amended by Amendment to Joint Access and Utility Easement of record in Book 8323, page 82, and as further amended by Amendment to Accessory Agreement of record in Book 8323, page 100, in said Register's Office; (b) Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P. and Home Depot, U.S.A., Inc. of record in Book 8323, page 183, said Register's Office; as amended by Amendment to Reciprocal Easement and Operation Agreement of record in Book 8394, page 993, and further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, of record in Book 8395, page 6, said Register's Office; as further amended by Second Amendment to Reciprocal Easement and Operation Agreement to be recorded immediately following this deed; and (c) Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement to be recorded immediately following the Second Amendment.

SUBJECT TO:

1. The lien of General Taxes for the year 1994 and thereafter, which are not yet due and payable.

2. All matters shown on the Plan of record in Book 7900, page 534, in said Register's Office.

3. Easement for sewer line granted to Harpeth Valley Utilities District of record in Book 6673, page 43, in said Register's Office.

4. Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., a Tennessee limited partnership, Service Merchandise Company, Inc., a Tennessee Corporation, and Stewart F. Kresge, Trustee, of record in Book 8293, page 3, said Register's Office; as amended by Amendment to Joint Access and Utility Easement of record in Book 8323, page 82, and as further amended by Amendment to Accessory Agreement of record in Book 8323, page 100, in said Register's Office. (Applies only to Easements)

5. Reciprocal Easement and Operation Agreement by and between The Bellevue Galleries, L.P. and Home Depot, U.S.A., Inc. of record in Book 8323, page 183, said Register's Office; as amended by Amendment to Reciprocal Easement and Operation Agreement of record in Book 8394, page 993, and further amended by Memorandum of Agreement by and between The Bellevue Galleries, L.P., and Toys "R" Us, Inc., a Delaware corporation, of record in Book 8395, page 6, said Register's Office, as further amended by Second Amendment to Reciprocal Easement and Operation Agreement to be recorded immediately following this deed;.

6. Declaration of Restrictive Covenants by and between The Bellevue Galleries, L.P. and Taco Bell Corp., a California corporation, of record in Book 8399, page 88, and Book 8399, page 90, in said Register's Office.

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

8 Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement to be recorded immediately following the Second Amendment referenced in item 5 above.

This is partially improved property, known as the Circuit City Parcel of the Bellevue Galleries Shopping Center.

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 we do covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it and the same is unencumbered, unless otherwise herein set out; and it does further covenant and bind itself, its successors and representatives, 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 5th day of January, 1994, effective as of the 7th day of January, 1994.

BMP-BELLEVUE L.P., a Tennessee limited partnership

BY: Brooks, Mulkey & Partners, an Alabama general partnership
Its general partner

BY: Montclair Investment Corporation, an Alabama corporation, a general partner

BY: _____
Daryl E. Harms
Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **Daryl E. Harms**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained, and who further acknowledged that he is the Vice President of Montclair Investment Corporation, a general partner of Brooks, Mulkey & Partners, the general partner of BMP-Bellevue L.P., and he is authorized by all parties to execute this instrument on their behalf.

Witness my hand at office in Birmingham, Alabama, this 5th day of January, 1994.

Notary Public

My Commission Expires:
10-17-94
[SEAL]

EXHIBIT A BOOK 9214 PAGE 959

Legal Description

Being a parcel of land in Nashville, First Civil District, Thirty-Fifth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Coley Davis Road, south of U.S. Highway 70 South (Memphis Bristol Highway), being Lot No. 6 as shown on the Subdivision and PUD Boundary Plat, Resubdivision of Lots 3 and 4 Galleries at Bellevue, as of record in Book 7900, Page 534, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the southerly line of Lot No. 2 Galleries at Bellevue, Book 7900, Page 272, R.O.D.C., said point being South 45 degrees 46 minutes 19 seconds E., 35.12 feet from the southwesterly corner of said Lot No. 2;

THENCE, leaving said line with a severance line South 57 degrees 33 minutes 03 seconds West, 556.81 feet to a point in the easterly line of Bellevue Park;

THENCE, with said easterly line the following calls:

North 21 degrees 51 minutes 00 seconds West, 41.63 feet to a point;

North 15 degrees 34 minutes 54 seconds West, 102.63 feet to a point;

North 08 degrees 54 minutes 39 seconds West, 37.31 feet to a point;

THENCE, leaving said line with a severance line North 57 degrees 33 minutes 03 seconds East, 305.91 feet to a point;

THENCE, continuing with said line North 32 degrees 26 minutes 57 seconds West, 171.98 feet to a point in the easterly right-of-way line of Coley Davis Road;

THENCE, with said line with a curve to the left 168.13 feet to a point, said curve having a central angle of 23 degrees 34 minutes 42 seconds, a radius of 408.57 feet, a tangent of 85.27 feet and a chord of North 52 degrees 45 minutes 42 seconds East, 166.95 feet to a point;

THENCE, leaving said line with a severance line of South 45 degrees 39 minutes 57 seconds East, 244.88 feet to a point;

THENCE, continuing with said line South 44 degrees 13 minutes 41 seconds West, 51.00 feet to a point;

THENCE, continuing with said line and a portion of the southerly line of Lot No. 2 as shown on said plan of the Galleries at Bellevue as of record in Book 7900, page 272, R.O.D.C., South 45 degrees 46 minutes 19 seconds East, 112.12 feet to the point of beginning.

Containing 124,979 square feet or 2.87 acres, more or less.

The above referenced description is subject to all matters as shown on the PUD Boundary and Subdivision Plat, Resubdivision of Lots 3 and 4, Galleries at Bellevue, Book 7900, Page 534, R.O.D.C.

Exhibit C

BOOK 9214 PAGE 961

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

RECEIVED OF _____

FOR _____

BOOK 8956 PAGE 986

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	1445500.00
			CON TX	5348.35
			PRFEE	1.00
			WDEED	24.00
			TOTAL	5373.35
			CHECK	5373.35
05/24/93	01		10:48 0001	6288

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7428 010/07 0101 03CHECK 24.00

22537

IDENTIFICATION REFERENCE

MAY 24 10 48 AM '93

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 654331