(CMC) 18

BOOK 9294 PAGE 948

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims (DMS)
2700 First American Center
Nashville, TN 37238

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To	Map-Parcel Number(s)
James A. Martens Eva L. Martens 924 Smith Court Bowling Green, KY 42103	Same	Map 117-14 Parcel 107

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BANDYWOOD I LIMITED PARTNERSHIP, a Tennessee limited partnership ("Grantor"), has bargained and sold, and hereby transfers and conveys, to JAMES A. MARTENS and wife, EVA L. MARTENS, both individual residing in Bowling Green, Kentucky (individually and collectively, the "Grantee"), their heirs and assigns, certain real property in Davidson County, Tennessee, being more particularly described as follows:

Being Lot Numbers 25, 26, 27, 28, and 29 on the Map of Part 2 George Waters Subdivision as of record in Plat Book 1130, page 68, Register's Office for Davidson County, Tennessee and is more particularly described as follows:

Beginning at a scratch mark on a sidewalk in the northerly margin of Bandywood Drive marking the southeast corner of the Robert N. Moore, Jr. Property as of record in Deed Book 8014, page 730, R.O.D.C., Tennessee, and the southwest corner of this described tract; thence, leaving said margin with the common line of the said Moore Property, North 02 degrees 00 minutes 00 seconds East, 250.00 feet to an iron rod(old); thence, with the northerly line of the described tract, South 88 degrees 00 minutes 00 seconds East, 300.00 feet to an iron rod(old); thence, with the easterly line of this described tract and the westerly line of the First American National Bank Property as of record in Deed Book 4819, page 749, R.O.D.C., Tennessee, South 02 degrees 00

minutes 00 seconds West, 250.00 feet to an iron rod(old) in the northerly margin of Bandywood Drive; thence, with said margin, North 88 degrees 00 minutes 00 seconds West, 300.00 feet to the point of beginning, containing 75,000 square feet or 1.72 acres more or less.

Being the same property conveyed to Grantor by deed of record in Book 9135, page 628, said Register's Office.

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

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, their heirs and assigns, forever.

Without limitation of any other provision hereof, said property is conveyed specifically subject to the following matters:

1. 1994 Taxes, a lien, which are not yet due and payable.

2. Rights of tenants under leases described in that certain Bill of Sale, Assignment of Leases and Security Deposits and Assumption Agreement of even date herewith, by and between Grantor and Grantee.

3. All matters shown on Plat recorded in Book 1130, page 68.

4. All matters shown on Survey Number 94-2-22, dated 2/28/94, prepared by R.L. Montoya, Surveyors.

Grantor covenants and binds itself and its successors and representatives to warrant specially and defend forever the title to said property to Grantee, his heirs and assigns, against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the matters set forth above), but no further or otherwise.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument, or has caused same to be executed, as of the 30th day of March 1994.

GRANTOR:

BANDYWOOD I LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: SPIVA/HILL MANAGEMENT CO., a corporation, being its sole general partner

By: _____
Title: Executive Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $2,530,000.

_____
Affiant

Sworn to and subscribed before me this 30th day of March, 1994.

_____
Notary Public

My Commission Expires:

3-28-97

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, George N. Spiva, with whom I am personally acquainted, who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged, upon oath, that he is the President of SPIVA/HILL MANAGEMENT CO., a corporation that is the sole general partner of, the within named bargainor, BANDYWOOD I LIMITED PARTNERSHIP, a Tennessee limited partnership and is authorized by the corporation, the corporation being authorized by the limited partnership, to execute this instrument on behalf of the corporation and the limited partnership.

WITNESS my hand, at office, this 30th day of March, 1994.

Lana Lincoln
Notary Public

My Commission Expires:
3-22-97

7B42 03/30 0101 03CHECK 9378.00

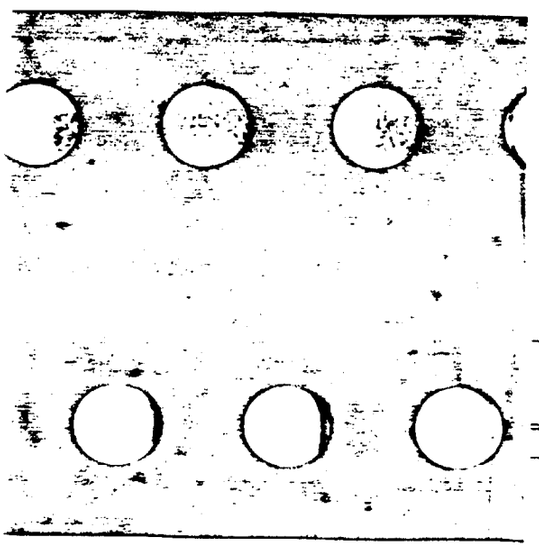
33335

IDENTIFICATION REFERENCE

94 MAR 30 PM 2:03

REGISTER
DAVIDSON COUNTY, TN.

#274116



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

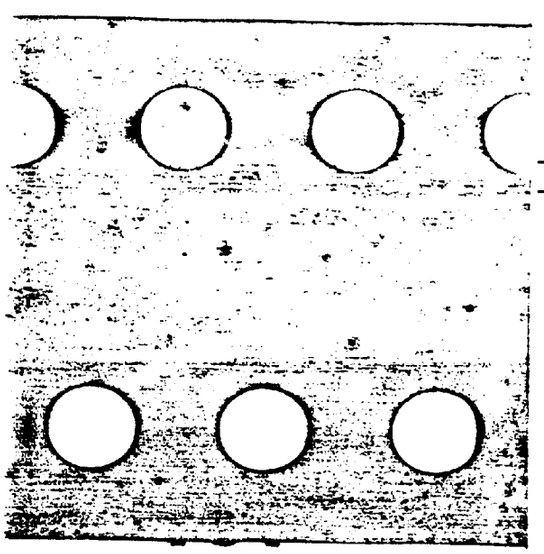
RECEIVED OF _____

FOR _____

BOOK 9294 PAGE 952

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 2530000.00
CON TX 9361.00
PRFEE 1.00
REC'D BANK 16.00
TOTAL 9378.00
CHECK 9378.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID

33335 IDENTIFICATION REFERENCE

94 MAR 30 PM 2:03

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

03/30/94 01 14:04 0001 7842

No. 773128