File 35
CTIC

This instrument prepared by:

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1445 Ross Ave., Suite 3200
Dallas, Texas 75202

BOOK 9480 PG 718

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT SPIRIT HOLDING COMPANY, INC., a Missouri corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to it paid by PIEDMONT NASHVILLE PARTNERS, L.P. a Georgia limited partnership, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee:

(a) those certain tracts or parcels of land lying and being situated in the City of Nashville, County of Davidson, State of Tennessee, and being more particularly described on Exhibits "A-1" (the "Gallatin Pike Land") and "A-2" (the "Bell Forge Land"), attached hereto and made a part hereof for all purposes (the Gallatin Pike Land and the Bell Forge Land are hereinafter referred to collectively as the "Land");

(b) The building, commonly known as 2101 Gallatin Pike, North, situated on the Gallatin Pike Land and containing approximately 70,000 square feet, and all other improvements situated on the Gallatin Pike Land, if any (the "Gallatin Pike Improvements");

(c) The building, commonly known as 5434 Bell Forge Lane, East, situated on the Bell Forge Land and containing approximately 72,000 square feet, and all other improvements situated on the Bell Forge Land, if any (the "Bell Forge Improvements") (the Gallatin Pike Improvements and the Bell Forge Improvements hereinafter referred to collectively as the "Improvements"); and

(d) All right, title and interest of Grantor in and to all appurtenances pertaining to the Land and the Improvements, including all right, title and interest of Grantor in and to (i) that certain Reciprocal Easement and Development Agreement, between Nashville Marketplace Co. ("NMC") and Homeowners Warehouse, Inc. ("HOW") dated July 23, 1984 and recorded in the Davidson County, Tennessee Recorder's Office in Book 6344, Page 518, (ii) that certain Reciprocal Easement and Development Agreement, between Huguenard, Inc. and NMC, dated July 18, 1984, and (iii) that certain Revised Reciprocal Easement and Development Agreement,

among NMC, HOW, Huguenard, Inc., D & D Associates, Designer Depot, Marshalls of Gallatin Pike, TN., Inc. and First Tennessee Bank National Association, dated as of October 23, 1985 and recorded in the Davidson County, Tennessee Recorder's Office in Book 6713, Page 520, adjacent streets, alleys, easements, rights-of-way and rights of ingress and egress; all of Grantor's right, title and interest in and to all estates, easements, interests, mineral rights, licenses, permits, rights, titles, powers and privileges of Seller in and to the Land or the Improvements; all real estate lying in the streets, roads, alleys, sidewalks or avenues affecting, bounding or adjoining the Land, including, without limitation, any awards or damages made or to be made by reason of damage thereto or condemnation thereof or otherwise, and any strips or gores of real estate abutting, bounding, adjoining or which are adjacent or contiguous to the Land; and all rights to the present or future use of drainage, density, entitlement, water or other utility facilities to the extent same pertain to or benefit the Land or the Improvements;

(the Land, the Improvements and such rights and appurtenances being hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject to the easements and exceptions set forth on Exhibit "B-1" with respect to the Gallatin Pike Land, and Exhibit "B-2" with respect to the Bell Forge Land, both attached hereto and made a part hereof for all purposes (collectively the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the respective Permitted Exceptions, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Property, subject to the respective Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

EXCEPT AS OTHERWISE PROVIDED IN THAT CERTAIN PURCHASE AGREEMENT MADE AND ENTERED INTO BY AND AMONG GRANTOR, CENTRAL HARDWARE COMPANY, INC. AND PIEDMONT CAPITAL CORPORATION, DATED AUGUST 19, 1994, AS ASSIGNED TO GRANTEE, GRANTEE ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this Special Warranty Deed and subject to the proration provisions contained in the above-referenced Purchase Agreement, Grantee assumes payment of all taxes for the year 1994 and subsequent years.

BOOK 9480 PG 720

Address New Owner:	Send Tax Bills to:	Map/Parcel Nos.
Piedmont Nashville Partners, L.P. 3400 Carlisle, Suite 230 Dallas, Texas 75204 Attn: Mr. Alan S. Hardin	Piedmont Nashville Partners, L.P. 3400 Carlisle, Suite 230 Dallas, Texas 75204 Mr. Alan S. Hardin	Map 163, Parcel 295 Map 34-3, Parcel 22

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 26th day of September, 1994.

GRANTOR:

SPIRIT HOLDING COMPANY, INC.,
a Missouri corporation

By: James L. Eager
Name: JAMES L. EAGER
Title: V.P. Finance

BOOK 9480 PG 721

STATE OF Missouri §
§
COUNTY OF St. Louis §

Before me, Marcella Franklin, Notary Public, personally appeared James L. Emerson with whom I am personally acquainted and who acknowledged that he executed this instrument for the purposes therein contained, and who under oath further acknowledged that he is the Vice President, of SPIRIT HOLDING COMPANY, INC., a Missouri corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and is authorized by said corporation to execute this instrument on behalf of Spirit Holding Company, Inc.

WITNESS my hand, at office this 26th day of September 1994.

Marcella Franklin
Notary Public in and for the
State of Missouri

My Commission Expires:

FEB 28/94

MARCELLA FRANKLIN
Printed Name of Notary Public

NOTARY SEAL

EXHIBIT "A-1" TO DEED

The Gallatin Pike Land

Land in Davidson County, Tennessee, being Tract No. 1 on the Plan of Rivergate Marketplace Shopping Complex, of record in Book 6250, page 104, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Central Hardware Company, a Missouri corporation, by deed from Homeowners Warehouse, Inc., a Florida corporation, of record in Book 7080, page 275, Register's Office for Davidson County, Tennessee, the said Central Hardware Company having merged into Spirit Holding Company, Inc., a Missouri corporation, as evidenced by Memorandum of Correction of record in Book 8573, pages 229 and 250, said Register's Office.

EXHIBIT "A-2" TO DEED

The Bell Forge Land

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Belle Forge Commercial Park, Section Three, of record in Plat Book 6250, page 322, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Spirit Holding Company, Inc., by deed from Robert T. Cochran, Jr. and William S. Cochran, Co-Trustees, of record in Book 8017, page 719, Register's Office for Davdison County, Tennessee.

EXHIBIT "B-1" TO DEED

PERMITTED EXCEPTIONS -- Rivergate-Gallatin

1. Taxes for 1994: A lien, but not yet due and payable.

2. Easements reserved in the following recorded instruments: (1) Book 6360, page 182, Register's Office for Davidson County, Tennessee, made by Homeowners Warehouse, Inc. to Metropolitan Government of Nashville and Davidson County, Tennessee, for sanitary sewer and/or storm drainage; (2) Book 6344, page 518, Register's Office for Davidson County, Tennessee, made by Nashville Marketplace Company and Homeowners Warehouse, Inc. (Reciprocal Easements), as re-recorded in Book 6870, page 841, said Register's Office; (3) Book 6713, page 520, Register's Office for Davidson County, Tennessee, made by Nashville Marketplace Company, Homeowners Warehouse, Inc., Huguenard, Inc., L & D Associate Designer Depot, Marshalls of Gallatin Pike, Inc. and First Tennessee National Association (Reciprocal Easement); and (4) Book 6870, page 812, Register's Office for Davidson County, Tennessee, made by Nashville Marketplace Company and Homeowners Warehouse, Inc. for maintenance of improvements.

3. All matters as shown on the Plat recorded in Book 6250, page 104, Register's Office for Davidson County, Tennessee.

4. Revised Reciprocal Easement and Development Agreement of record in Book 6713, page 520, Register's Office for Davidson County, Tennessee, made by Nashville Marketplace Company, Homeowners Warehouse, Inc. and others.

5. All matters as shown on the survey by Alley, Young & Baumgartner, Inc., dated May 23, 1989, as follows:

   Said Survey shows an encroachment along the northeasterly wall of building being .09 feet on the northerly corner and .19 feet on the easterly corner. This is noted as a common building wall and certain amenities serving the herein described property are situated on the adjoining Lot No. 2, as shown on said survey.

   The southeasterly building wall encroaches .15 feet/.32 feet onto the 60-foot setback line along the southeasterly portion of said Lot.

   Ramp and concrete loading area encroaches onto the 22-foot joint access easement located on the southeasterly side of the building.

Sidewalk encroaches onto the 30-foot joint access easement.

A 20-foot sanitary sewer easement across the westerly portion of said Lot, of record in Book 6360, page 182, Register's Office for Davidson County, Tennessee.

A 20-foot drainage easement across the westerly/southwesterly portion of said Lot.

A 30-foot joint access easement from Twin Hills Drive in a northeasterly direction across the herein described lot with a 20-foot sewer easement encompassed therein, Said easement of record in Book 6360, page 182, Register's Office for Davidson County, Tennessee.

A 36-foot joint access easement from Gallatin Pike in a southeasterly direction.

A 10-foot public utility and drainage easement adjoining the northeasterly margin of Twin Hills Drive. Said easement encroaches onto the minimum building setback line.

A 10-foot sewer easement of record in Book 6360, page 182, said Register's Office, adjoining the northeasterly margin of Twin Hills Drive. Said easement encroaches onto the minimum building setback line.

A 30-foot public utility and drainage easement with a 22-foot joint access easement encompassed therein running from Twin Hills Drive along the southeasterly lot line.

A 10-foot water easement from the northerly corner of the herein described lot running in a southwesterly direction. Said easement encroaches onto the minimum building setback line.

Sewer lines, overhead electric lines, overhead telephone lines, underground telephone lines, gas line, water lines, curbs, man holes, area lights, catch basins, fire hydrants, utility poles, as noted on survey.

A 15-foot minimum building setback line from Twin Hills Drive and from Gallatin Pike.

A 60-foot minimum building setback line along the southeasterly lot line.

EXHIBIT "B-2" TO DEED

BOOK 9480PG726

PERMITTED EXCEPTIONS -- Hickory Hollow-Bell Forge

1. Taxes for 1994: a lien, but not yet due or payable.

2. All matters as shown on the Plan of record in Book 6250, page 332, Register's Office for Davidson County, Tennessee.

3. Restrictions, of record in Book 5993, page 769, as amended in Book 6207, page 838, Book 6301, page 775 and Book 7375, page 782, Register's Office for Davidson County, Tennessee.

4. All matters as shown on survey of Alley, Young & Baumgartner, Inc., dated June 7, 1989.

   Said survey shows an encroachment of concrete pad and curbing onto public utility and drainage easement along the easterly lot line.

   A-12 inch concrete curb is an encroachment onto the westerly portion of a 10-foot public utility and drainage easement along the southerly lot line.

   A-10 foot public utility, landscape and drainage easement along the southerly lot line.

   A 25-foot public utility and drainage easement along the easterly lot line.

   Building location, canopies, loading areas, sidewalks, planters, trash compactor, asphalt and concrete areas, curbs, chain link fencing, sign, area lights, sewer lines, underground and overhead electric lines, transformer with guard post, power poles with guy wires, propane tank with guard post, water meters and valves, area catch basin, fire hydrant and hose connection, as noted on survey.

   A-15 foot minimum building setback line from Bell Road.

   A-15 foot minimum building setback line from Bell Forge Lane East.

STATE OF MISSOURI §
§
COUNTY OF St. Louis §

BOOK 9480 PG 727

The actual consideration or value of this transfer is $6,650,000.00
This transaction is according to terms of merger, consolidation or transfer of assets pursuant to the Plan of Reorganization in Bankruptcy Case No. 93-42135-293 filed in the Eastern District of Missouri for the Eastern Division. See Order recorded simultaneously herewith and immediately prior to the Deed.

James L. Eager
Affiant

Sworn to and subscribed before me
this 26th day of Sept., 1994.

Marcella Franklin
NOTARY PUBLIC

My commission expires:
10/28/94

3700 09/30 0101 03CHECK 40.00

94 SEP 30 PM 4:10
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

95793